NOTICE OF MEETING (•) OF THE

COMMISSIONERS COURT OF JACK COUNTY, TEXAS

• Assistive Listening Devices Available on Request for Use during Court Session

Notice is hereby given that a Meeting of the above named Commissioners Court will be held on Monday the 24th day of June, 2019 at 10:00 o'clock a.m., in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

- 1. PUBLIC FORUM (Limited to 5 minutes per person);
- 2. Payment of Claims;
- 3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meetings for June 6, 2019; June 10, 2019 and June 11, 2019;
 - (b) Authorization for use of County Road Right-of-Way for Road Crossing by: Oakridge Oil & Gas. LP, on (1) Lowrance Road - Precinct #4; (2) CampseyRoad -Precinct #1:
 - (c) Reception of Certificates of Training Hours for Elected/Appointed County Official/Employee from County Auditors Institute for County Auditor Lisa Perry and Assistant Auditor Kim Dungan;
 - (d) Approval of "Lost Battalion Memorial Highway" Resolution on Highway 148;
 - Approve Application for Patterson Water Supply the new operator for Precinct #2 County Barn in Perrin, Texas;
- 4. Presentation and reading of Resolution H. R. No. 1113 from the State of Texas House of Representatives recognizing the service and retirement of County Judge Mitchell G. Davenport;
- 5. TIMED AGENDA ITEMS: None;
- 6. Review and consider approval of contract with STW, Inc. for financial software Lisa Perry Auditor;
- 7. Consideration and adoption of "Social Media Policy" Judge Keith Umphress;
- 8. Consider and discuss possible adoption of Tillery Road as part of the Jack County Road Map;
- 9. Consider and discuss the possible maintenance of Kelsay Lane in Precinct #2;
- 10. Approval and renewal of County Employee Health Insurance Plan with Texas Association of Counties Health and Employee Benefits Pool for Plan Year 2019-2020;
- 11. Consider approval of execution of Computer System Lease/License Agreement between the County (Tax Office) and Pritchard & Abbott, Inc. for period of January 1, 2020 through December 21, 2021;
- 12. Review and Action on Bid for purchase of Motor Grader for Precinct #1;

| 13. Discussion of Commissioner Precinct Operations; | FILED FOR RECORD |
|--|---|
| 14. Reports, if any, by other Department Heads; | O'CLOCKM |
| 15. FUTURE AGENDA ITEMS; AND; | JUN 2 0 2019 |
| 16. ADJOURNMENT. | VANESSA JAMES, County Clerk JACK COUNTY, TEXAS |
| Dated this the 20th day of June 2019. Commissioners Court of Lock County, Texas | BYDEPUTY |
| | |

Umphress, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 20th day at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 20th day of June, 2019, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 20th day of June, 2019, at 1.39 cm.

Vanessa James, County Clerk of Jack County, Texas

MINUTES

On this the 24th day of June 2019 the Commissioners Court of Jack County, Texas met in Regular session at 10:02 a.m. with the following elected officials present: FILED FOR RECORD

Gary Oliver, Commissioner Pct. 1 James L Brock, Commissioner Pct. 2 Henry Birdwell, Jr., Commissioner Pct. 3 Terry Ward, Commissioner Pct. 4 Brian Keith Umphress, County Judge

| O'CLOCKN | M |
|---|---|
| JUL 22 2019 | |
| VANESSA JAMES, County Clerk JACK COUNTY, TEXAS | |

BY

_DEPUTY

PUBLIC FORUM

Judge Umphress recognized Lynn Pruitt for all of her hard work and dedication to the Clothes Closet that is very important to our community. She has been serving there for 23 years.

PAYMENT OF ACCOUNTS AND CLAIMS

Judge Umphress made a motion to pay all accounts and claims submitted for approval. Commissioner Brock seconded and the motion passed unanimously (5-0).

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings for June 6, 2019, June 10, 2019, and June 11, 2019;
- (b) Authorization for use of County Road Right-of-Way for Road Crossing by: (1) Oakridge Oil & Gas, LP, on Lowrance Road Precinct #4; (2) Causeway Road- Precinct #1;
- (c) Reception of Certificates of Training Hours for Elected/Appointed County
 Official/Employee from the County Auditor Institute for County Auditor Lisa Perry and
 Assistant Auditor Kim Dungan;
- (d) Approval of "Lost Battalion Memorial Highway" Resolution on Highway 148;
- (e) Approve Application for Patterson Water Supply the new operator for Precinct #2 County Barn in Perrin, Texas;

Judge Umphress made a motion to approve the consent agenda items with a change on item (b) from Campsey Road to Causeway Road. Commissioner Birdwell seconded and the motion passed (5-0).

PRESENTATION AND READING OF RESOLUTION H.R. NO. 1113 FROM THE STATE OF TEXAS HOUSE OF REPRESENTATIVES RECOGNIZING THE SERVICE AND RETIREMENT OF COUNTY JUDGE MITCHELL G. DAVENPORT

Sharon Van Baale with Representative Drew Springer's Office presented former County Judge Mitchell G. Davenport with a Resolution from the House of Representatives recognizing Judge Davenport for his years of service to Jack County.

TIMED AGENDA

None.

REVIEW AND APPROVAL OF CONTRACT WITH STW, INC. FOR FINANCIAL SOFTWARE – LISA PERRY, AUDITOR

No action was taken at this time.

CONSIDERATION OF ADOPTION OF "SOCIAL MEDIA POLICY" – JUDGE KEITH UMPHRESS

Judge Umphress presented the Court with the Social Media Policy from TAC's Legal Department for consideration. The motion was made by Judge Umphress to adopt the social media policy as presented. Commissioner Oliver seconded the Motion and it passed unanimously. (5-0)

CONSIDER AND DISCUSS POSSIBLE ADOPTION OF TILLERY ROAD AS PART OF THE JACK COUNTY ROAD MAP

No action was taken.

CONSIDER AND DISCUSS POSSIBLE MAINTENANCE OF KELSAY LANE IN PRECINCT

No action was taken.

APPROVAL AND RENEWAL OF COUNTY EMPLOYEE HEALTH INSURANCE PLAN WITH TEXAS ASSOCIATION OF COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL FOR PLAN YEAR 2019-2020

Kim Dungan presented the Court with the County's Health and Employee Benefit renewal from the Texas Association of Counties. The motion was made by Judge Umphress to renew the County's Health plan through TAC. The motion was seconded by Commissioner Ward and passed unanimously. (5-0)

CONSIDER APPROVAL OF EXECUTION OF COMPUTER SYSTEM LEASE/LICENSE AGREEMENT BETWEEN THE COUNTY (TAX OFFICE) AND PRITCHARD & ABBOTT, INC. FOR PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 21, 2021;

The motion was made by Judge Umphress to move forward with the agreement between the Tax Assessor's Office and Pritchard & Abbot, Inc. The motion was seconded by Commissioner Oliver and passed unanimously. (5-0)

REVIEW AND ACTION ON BID FOR PURCHASE OF MOTOR GRADER FOR PRECINCT
#1

Lisa Perry, County Auditor reported that three bids had been received and all were received timely from RDO, Holt Cat, and Kirby Smith. After review by the Court of all the bids submitted Commissioner Oliver made a motion to move forward with the bid received from Holt Cat for the 140M3 Caterpillar motor grader. The motion was seconded by Commissioner Ward and passed unanimously. (5-0)

Commissioner Birdwell made a motion to accept the bid of \$7500 from Austin Morgan to begin repairs on the elevator/fire alarm systems which will be paid from the General Fund. Commissioner Oliver seconded and the motion carried (5-0).

DISCUSSION OF COMMISSIONER PRECINCT OPERATIONS

The accounting firm that helped with the FEMA Flood Grant has released the final \$52,000 of funds from the grant. The 4-H Showdown is very soon, Commissioner's usually go together and buy a ticket for the drawing.

REPORTS, IF ANY, BY OTHER DEPARTMENT HEADS

Frank Hefner, County Emergency Management, met with FEMA last week. FEMA has moved forward with flood plain maps for Jack County. There will soon be a public hearing regarding these areas.

Judge Umphress spoke with the City of Jacksboro regarding an area in the Old dump ground area to possibly construct a radio tower.

FUTURE AGENDA ITEMS

None.

ADJOURNMENT

There being no further business motion was made by Commissioner Brock to adjourn. Commissioner Oliver seconded the motion to adjourn and the motion passed unanimously (5-0).

The meeting was adjourned at 1:07 p.m.

Gary Oliver, Commissioner Pct. #1

James Brock, Commissioner Pct. #2

Henry Birdwell, Jr., Commissioner Pct #3

Ferry Ward, Commissioner Pct. #4

Brian Kerth Umphress, County Judge

Vanessa James, County Clerk

ATTEST:

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COUNTY OF JACK STATE OF TEXAS

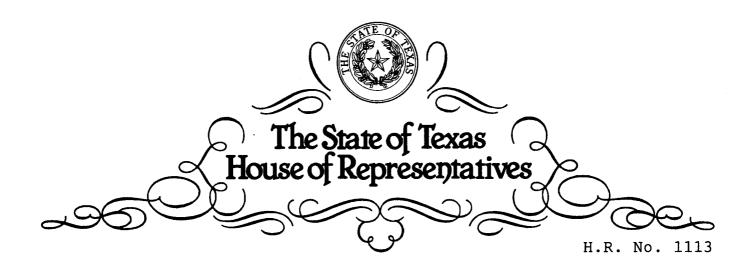
Jack County Resolution to Establish Highway 148 as the "Lost Battalion Memorial Highway"

WHEREAS, The Lost Battalion was composed of the men of the 2nd Battalion, 131st Field Artillery Regiment, "F" Battery of the 36th Infantry Division. Most of these men were from Jack and Wise County and served with distinction in the Texas National Guard prior to World War II.

WHEREAS, On the 25th of November 1941, the 2nd Battalion of the 131 st Field Artillery Regiment was mobilized to the Pacific Battle Front, to defend the island of Java. On March 8th of 1942, the unit was captured during the opening weeks following the bombing of Pearl Harbor and spent the next three and half years in a prison camp in the Burmese Jungle. Along with their brothers-in-arms, they built a railroad that crossed the famous "Bridge On the River Kwai." Many of The Lost Battalion soldiers suffered untold hardship, starvation or lost their lives serving our county. Upon there return, they and other prisoners of war were honored by President Harry Truman at the White House. We could do no better than to honor the service, dedication, and sacrifice of America's Greatest Generation;

NOW THEREFORE BE IT RESOLVED that the people of Jack County, by and through its Commissioners Court request for a portion of Highway 148 beginning at the Northern boundary line of Jack County, Texas and continuing to the northern municipal limit of Jacksboro, Texas, be hereafter designated as the "Lost Battalion Memorial Highway."

| Memorial Highway | | organica as the Bost Buttanon |
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| PASSED AND APPROVED this 24th day of June 2 | 019. (Amended July 24, 2019, per Tx | DOT request) |
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| By | d N- | |
| . /) | - Lolli | _ |
| Brian "Keith" Emphress, | Gary Oliver, | |
| County Judge of Jack County, Texas | County Commissioner, Pct. 1 | , Jack County |
| Jan & But | . 3 D Blue | |
| James L. Brock | Henry Birdwell Jr, | |
| County Commissioner, Pct. 2, Jack County | County Commissioner, Pct. 3; 1 | Jack County |
| Leve War | | |
| Terry Ward, County Commissioner, Pct. 4, Jack County | | FILED FOR RECORD |
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| | • | 1111 2 C 0040 |
| ATTESTED BY: | 4 | JUL 26 2019 |
| Vanes a Janes, County Clerk of Jack County, Texas | SUIT OF THE | VANESSA JAMES, County Clerk JACK COUNTY, TEXAS |
| | | BYDEPUTY |
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RESOLUTION

WHEREAS, The Honorable Mitchell Davenport retired as Jack County judge on December 31, 2018, concluding a distinguished tenure that spanned 28 years; and

WHEREAS, The longest-serving judge in the county's history, Judge Davenport won his first election by a mere 25 votes; he went on to increase that margin considerably against a variety of opponents, becoming a prominent figure in local politics; and

WHEREAS, Judge Davenport dedicated himself to keeping up with rapidly changing case law, and he regarded the acquisition of new information as a daily responsibility; in his efforts to meet the needs of his constituents, he listened carefully to input from prosecutors, county commissioners, and citizens alike, and in so doing, he fostered a collegial, collaborative process that promoted positive outcomes and broader consensus; moreover, he served as a staunch advocate for the library, the senior center, and other public facilities; and

WHEREAS, A graduate of Texas Tech University School of Law, Judge Davenport was admitted to practice in 1974; he is the scion of a family with deep roots in the Lone Star State and a long tradition of public service; and

WHEREAS, Over the course of nearly three decades, Mitchell Davenport greatly benefited his fellow citizens through his thoughtful leadership and his unwavering commitment to excellence, and he may indeed reflect with pride on a career well spent; now, therefore, be it

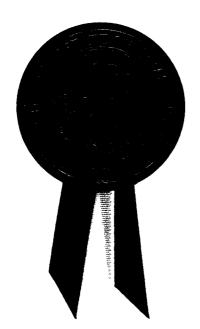
RESOLVED, That the House of Representatives of the 86th Texas Legislature hereby congratulate the Honorable Mitchell Davenport on his retirement as Jack County judge and extend to him sincere best wishes for continued happiness; and, be it further

RESOLVED, That an official copy of this resolution be prepared for Judge Davenport as an expression of high regard by the Texas House of Representatives.

Dennis Bonnen

Speaker of the House

I certify that H.R. No. 1113 was adopted by the House on April 12, 2019, by a non-record vote.



Chief Clerk of the (House

Drew Springer, Jr. State Representative District 68

| BROWN & ROTRAMBLE | BREAKTHROUGH COMMUNICATI 3620 BYERS AVE FORT WORTH TX 76107 | FORT WORTH TX 7610 | BKD, LLC 3200 RIVERFRONT DRIVE | | | | | | | | | | | | | | ATI,ANTA GA 34034 | AT&T LOCAL 214A850720971 PO BOX 105414 | CAROL STREAM IL 60197 | AT&T INTERNET 148853541 | SEATTLE WA 98124 | AMAZON CAPITAL SERVICES PO BOX 035184 | | ADAM LEWIS | SAN FRANCISCO CA 94147 | DIAL TONE SERVICES LP | FORT WORTH TX 76121 | CIRRA NETWORKS | VENDOR NAME |
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| HUDSON IMAGING | HILTON DALLAS /F | GRABLE OIL CO PO BOX 306 JACKSBORO | GALLS/QUARTERMASTER PO BOX 71628 CHICAGO IL | FOUR STARS PO BOX 210 HENRIETTA | FLORANCE PAINT PO BOX 412 JACKSBORO | FIT TAXES | FIREWATER SHOOTING 769 FM 3324 JACKSBORO TX | | VENDOR NAMB |
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| 2019 010-560-901 OPERATING SUPPLIE | /ROCKWALL 2019 010-455-207 SCHOOL/CONFERENCE | 2019 012-622-903 GAS/OIL 2019 012-622-903 GAS/OIL 2019 013-623-903 GAS/OIL TX 76458 2019 013-623-903 GAS/OIL | STER 2019 010-560-911 UNIFORMS/BADGES IL 60694 | 2019 011-621-704 HEAVY EQUIPMENT 2019 011-621-704 HEAVY EQUIPMENT 2019 011-621-704 HEAVY EQUIPMENT TX 76365 2019 011-621-704 HEAVY EQUIPMENT 2019 014-624-701 AUTO REPAIR/INSP | BODY SHO 2019 010-560-701 AUTO REPAIR/INSPE TX 76458 | 2019 010-202-100 SALARI 2019 010-202-100 SALARI 2019 010-202-100 SALARI 2019 010-202-100 SALARI 2019 010-202-100 SALARI 2019 011-202-100 SALARI 2019 011-202-100 SALARI 2019 012-202-100 SALARI 2019 013-202-100 SALARI 2019 014-202-100 SALARI | ING SPORT 2019 010-560-901 OPERATING SUPPLIE TX 76458 | 2019 011-621-201 SOCIAL SECURITY 2019 012-202-100 SALARIES PAYABLE 2019 012-622-201 SOCIAL SECURITY 2019 013-202-100 SALARIES PAYABLE 2019 013-623-201 SOCIAL SECURITY 2019 014-623-201 SOCIAL SECURITY 2019 014-624-201 SOCIAL SECURITY | ACCOUNT ACCOUNT NUMBER NAME |
| E SHIPPING SUPPLIES | HOTEL CONF | TADA TADA TADA TADA | PANTS HOWARD | INSPECTION INSPECTION INSPECTION INSPECTION | E REPAIRS EXPLORER | CHECK: 501978 AUTO CHECK: 501978 AUTO CHECK: 501978 AUTO FIT TAXES | Е АММО | FICA TAXES | ITEM/REASON |
| 027198 | | 192614 192855 192823 192823 | 012743154 | 11524 11525 12361 12372 12445 | | 06122019 06122019 06122019 05242019 06242019 06242019 06242019 06242019 06242019 | 882601 | 06242019 06242019 06242019 06242019 06242019 06242019 06242019 06242019 | INVOICE NUMBER |
| 06/13/19 09 | 06/19/19 09 | 06/13/19 09 06/13/19 09 06/17/19 09 06/17/19 09 | 06/13/19 09 | 06/19/19 09 06/19/19 09 06/19/19 09 06/19/19 09 06/19/19 09 | 06/18/19 09 | 06/12/19 08 06/12/19 08 06/12/19 08 05/24/19 08 06/24/19 09 06/24/19 09 06/24/19 09 06/24/19 09 06/24/19 09 | 06/13/19 09 | 06/24/19 09 06/24/19 09 06/24/19 09 06/24/19 09 06/24/19 09 06/24/19 09 06/24/19 09 06/24/19 09 | AP DATE PD PO NO |
| 33.08 | 152. 152. | 478.00 827.02 2,271.00 2,251.45 3,961.47 | 53.98 53.98 | 7.00 7.00 7.00 7.00 7.00 7.00 | 2,360.79 2,360.79 2,360.79 | 21.00 20.00 | 143.00 | 222.31 296.45 296.45 251.67 251.67 212.87 212.87 11,884.16 | AMOUNT |

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| MASON SPILLER DBA SPILLER & SPILLER PO DRAWER 447 PO DRAWER 7776 JACKSBORO TX 76 | MARK'S PLUMBING PARTS PO BOX 121554 FT WORTH TX 76 | M-PAK 11255 CAMP BOWIE WEST SUITE 111 ALEDO TX 76 | LOWE'S PAY AND SAVE I PO BOX 390 LITTLEFIELD TX 79 | LAW ENFORCEMENT SYSTEMS PO BOX 1835 CORSICANA TX 7515 | JDR GARAGE 976 S MAIN ST JACKSBORO TX 76 | OMOTIVE TAIN TX | ISP SUPPLIES 10770 HWY 30 SUITE 200 COLLEGE STATION TX 77 | PO DRAWER 2190-76307 WICHITA FALLS TX 76 | VENDOR NAMB |
|--|--|--|--|---|--|--|---|---|-------------------|
| 2019 010-477-302 2019 010-477-302 2019 010-477-302 2019 010-477-302 458 2019 010-477-302 | 2019 010-561-705 | 2019 010-560-911 | NC 2019 010-561-904 2019 010-561-904 2019 010-561-904 2019 010-561-904 | TEMS 2019 010-560-901 5151 | 2019 011-621-902 458 | PPL 2019 010-560-902 2019 013-623-901 2019 013-623-902 458 2019 013-623-902 | 2019 010-410-804 845 | 2019 010-495-702 2019 010-403-702 2019 010-403-702 2019 010-435-702 2019 010-660-702 2019 010-665-702 2019 010-455-702 2019 010-401-207 2019 010-401-702 2019 010-665-915 | ACCOUNT NUMBER |
| DIST JUDGE ATTY FE DIST JUDGE ATTY FE DIST JUDGE ATTY FE DIST JUDGE ATTY FE | BUILDING REPAIR | UNIFORMS/BADGES | GROCERIES GROCERIES GROCERIES GROCERIES | OPERATING SUPPLIE | AUTO PARTS/TIRES | PARTS/TIRES ATING SUPPLIE PARTS/TIRES PARTS/TIRES | COMPUTERS | SERVICE AGREEMENT SCHOOL/CONFERENCE SERVICE AGREEMENT POSTAGE | ACCOUNT NAME |
| CPS MASSENGALE CPS MASSENGALE CPS BRIDGES FEL ESCOBEDO 4871 | REPAIR KIT PLUMB | BADGES | GROCERIES GROCERIES GROCERIES GROCERIES | TICKETS 1000 | BATTERY | WIRE/CONDUCTORS UNI RUBBER GLOVES POWER RATED BELTS SEA FOAM | IT SUPPLIES | METER BILLING SHIPPING SUPPLIES | ITEM/REASON |
| | 001806035 | 59188 | 10140 10009 40106 10022 | 207005 | 1702 | 002-124196 002-123120 002-123811 002-123849 | 48848 | 026222 026222 0262224 0262227 0262227 0262227 0262226 0262226 0265228 0265328 | INVOICE NUMBER |
| 06/19/19 09 06/19/19 09 06/19/19 09 06/19/19 09 | 06/19/19 09 | 06/18/19 09 | 06/18/19 09 06/18/19 09 06/18/19 09 06/18/19 09 | 06/13/19 09 | 06/13/19 09 | 06/13/19 09 06/17/19 09 06/17/19 09 06/17/19 09 | 06/17/19 09 | 06/17/19 09 06/17/19 09 06/17/19 09 06/17/19 09 06/17/19 09 06/17/19 09 06/17/19 09 06/17/19 09 06/17/19 09 | AP DATE PD PO NO |
| 350.00 350.00 500.00 | 65.72 | 318.60 | 88.80 39.78 191.43 77.40 | 337.00 | 206.95 | 43.5 15.9 26.0 9.0 94.7 | 1,2 | 6.88 30.00 25.00 36.00 36.00 36.00 46.96 7.64 10.66 | AMOUNT |

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| RECORDS | |
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| NETPROTEC PO BOX 1671 GLEN ROSE OFFICE DEPOT PO BOX 660113 | MILLER ELECTRIC PO BOX 992 JACKSBORO | MEDICARE TAXES | MCI PO BOX 600674 JACKSONVILLE | VENDOR NAMB |
|--|--------------------------------------|--|--------------------------------------|--------------------|
| 7604 | TX 76458 | | FL 32260 | |
| 2019 010-401-702 2019 010-455-702 2019 010-560-901 2019 010-561-901 | 2019 010-400-705 | 2019 010-202-100 2019 010-202-100 2019 010-560-201 2019 010-560-201 2019 010-560-201 2019 010-202-100 2019 010-202-100 2019 010-403-201 2019 010-413-201 2019 010-415-201 2019 010-455-201 2019 010-495-201 2019 010-495-201 2019 010-551-201 2019 010-551-201 2019 010-561-201 2019 011-621-201 2019 011-623-201 2019 011-623-201 2019 011-622-201 2019 013-622-201 2019 013-622-201 2019 013-622-201 2019 013-622-201 | 2019 012-622-604 | ACCOUNT NUMBER |
| SERVICE AGREEMENT SERVICE AGREEMENT OPERATING SUPPLIE SUPPLIES | BUILDING REPAIR | SALARIES PAYABLE SALARIES PAYABLE SALARIES PAYABLE SALARIES PAYABLE SOCIAL SECURITY SOCIAL SECURITY SALARIES PAYABLE SOCIAL SECURITY SALARIES PAYABLE SOCIAL SECURITY SALARIES PAYABLE SOCIAL SECURITY SALARIES SECURITY | TELEPHONE | ACCOUNT NAME |
| VIDEO MAGISTRATE VIDEO MAGISTRATE FILE JACKETS FILE JACKETS | ELECT WORK LED | CHECK: 501978 AUTO MEDICARE TAXES | ACCT# 940-798-2781 | ITEM/REASON |
| 1149 1149 324902951001 324902951001 | 7162 | 061222019 061222019 061222019 0652242019 052242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 062242019 | 300067188 | INVOICE NUMBER |
| 06/13/19 09 06/13/19 09 06/19/19 09 06/19/19 09 | 06/18/19 09 | 06/112/19 08 06/112/19 08 06/112/19 08 05/2119 08 05/2119 08 06/224/19 08 06/224/19 08 06/224/19 08 06/224/19 09 06/224/19 09 09 09 09 09 09 09 09 09 09 09 09 09 0 | 06/19/19 09 | AP DATE PD PO NO |
| 72.5 72.5 72.5 72.5 72.5 72.5 72.5 72.5 | 9 9 9 | 16.87 10.87 11.87 12.55 12.55 12.55 17.464.28 17.80 18.39 19.33 19.34 19.35 | 24.78 24.78 | AMOUNT 1,550.00 |

| TES AUTO SERVICE 627 N MAIN | STAN G MAHLER 117 S GRAND ST OLNEY | HEALDTON | SPRING HOUSE BOT 788 THIRD ST | SOUTHWEST FILING P O BOX 851032 MESQUITE T | SAMANTHA MCLEMORE | JACKSBORO | ROOFPRO P O BOX 5 | | | | PHILADELPHIA | QUILL CORPORATION PO BOX 37600 | COLLINSVILLE | PATTERSON WATER- | 210 OAK RIDGE JACKSBORO | SAMAN WALLALING | DALLAS | VENDOR NAMB |
|------------------------------------|--|--|----------------------------------|--|---------------------|-----------|--------------------------------------|--------|--|--|------------------------------|---|--------------|------------------|--|---|----------|-------------------|
| RI. | TX 76374 | OK 73438 | BOTTLED WAT | G & STORA TX 75185 | æ | TX 76458 | | | | | PA 19101 | NO | TX 76233 | -PERRIN | TX 76458 | | TX 75266 | |
| 2019 014-624-70 2019 010-560-90 | 2019 010-455-30 | 2019 010-435-901 2019 010-475-901 2019 010-455-901 | 010-400 010-403 | 2019 072-426-206 | 2019 010-455-207 | | 2019 010-560-705 2019 010-561-705 | | 2019 010-495-901 2019 010-560-901 2019 010-497-901 | 019 010-475- 019 010-495- 019 010-495- | 019 010-495- 019 010-495- | 019 010-495. 019 010-499. | | 2019 012-622-60 | 40 40 40 40 40 40 40 40 40 40 40 40 40 4 | 2019 010-401-30 | | ACCOUNT NUMBER |
| 1 AUTO REPA 3 GAS/OIL | 8 VISITING | 1 OPERATING 1 OPERATING 1 OPERATING | 1 SUPPLIES 1 OPERATING | RECORD | 7 SCHOOL/CONFERENCE | | 5 BUILDING 5 BUILDING | | | 1 OPERATING 1 OPERATING 1 OPERATING | | | | 2 WATER | | O ATTORNEY | | ACCOUNT NAME |
| REPAIR/INSPE L | JUDGE | aildans aildans saildans | SUPPLIE | TECHNOLOGY | VFERENCE | | REPAIR REPAIR | | SUPPLIE SUPPLIE | BITAGOS | TITAGOS | SUPPLIE | | | t | P P P P P P P P P | | |
| INSPECTION OIL CHANGE UNIT 24 | TRAVEL VISITING JP | WATER WATER WATER | WATER WATER | HD SHELVING | MEALS | | REPAIRS BLD | | THERMAL LAM POUCHES BLK TONER DEPOSIT STAMP | ON TAPE PE | | COPY PAPER WIRELESS MOUSE RLHE DENG | | ACCT# 79 | TARBO MOCACE | CRIM TRES KOONCE 13 | | ITEM/REASON |
| 38657 38717 | | 0221693 0221692 0221691 | 22169 22169 | 15460 | | | 358507 358507 | | 8016792 7815362 8067224 | 01679 | 01679 | 01679 01679 | | 6/1 | | | | INVOICE NUMBER |
| 06/13/19 09 06/13/19 09 | 06/17/19 09 | 06/17/19 09 06/17/19 09 06/17/19 09 | 6/17/19 0 6/17/19 0 | 06/17/19 09 | 06/18/19 09 | | 06/13/19 09 06/13/19 09 | | 19 09 09 19 09 | 6/17/19 0 6/17/19 0 | 6/17/19 0 | 6/17/19 0 6/17/19 0 6/17/19 0 | | 06/18/19 09 | 0 | 06/17/19 09 | | AP DATE PD PO NO |
| 7.00 43.50 | 45.24 45.24 | 7 - 548 | 44 | 18,768.00 18,768.00 | 90.00 | ,845.0 | | 839.30 | 39.9 142.5 33.6 | 89.2 | 32.3 | 0.04 | 50.00 | 50.0 | | 75 0 | 114.07 | AMOUNT |

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VCH100 PAGE

| THOMSON REUTERS - PO BOX 6292 CAROL STREAM IL | THERESA Y COPELAND LAW OFFICE OF THERE 1602 WEST BUS 380 S DECATUR TX | CINCINNATI OH 4 TEXAS ASSOCIATION OF RISK MANAGEMENT POOL PO BOX 2426 SAN ANTONIO TX 7 | 592 | TAC RISK MANAGEMENT PROPERTY COVERAGE PO BOX 2426 SAN ANTONIO TX | TAC RISK MANAGEMENT LIABILITY COVERAGE PO BOX 2426 SAN ANTONIO TX | TEW TIRE PO BOX 258859 OKLAHOMA CITY OK | JACKSBORO TX | VENDOR NAME |
|--|---|--|--|--|--|---|---|-------------------|
| WEST 2 2 2 2 60197 2 | SLAND 2 THERESA Y 380 SUITE TX 76234 | 45274 OF COU 2 OL 78298 | NN | 78298 | POOL 278298 22 | 73125 | .76458 222 222 222 222 | |
| 2019 010-551-702 2019 010-401-907 2019 010-475-907 2019 010-401-907 | 019 010-477-302 | 019 010-400-205 | 019 010-560-702 019 010-561-702 | 019 011-621-403 019 012-622-403 019 013-623-403 019 014-624-403 019 010-561-403 019 010-661-403 | 019 010-400-401 019 010-400-401 019 010-400-410 019 010-400-410 019 010-400-409 019 010-400-402 | 019 012-622-902 | 019 010-560-9 019 010-560-9 019 010-560-9 019 010-560-7 019 010-560-7 019 011-621-7 019 010-560-9 019 010-560-9 | ACCOUNT NUMBER |
| SERVICE AGREEMENT LAW BOOKS LAW BOOKS LAW BOOKS | DIST JUDGE ATTY FE | WORKERS COMP INSUR | SERVICE AGREEMENT | BUILDING INSURANC BUILDING INSURANC BUILDING INSURANC BUILDING INSURANC BUILDING INSURANC BUILDING INSURANC COMMUNICATION TOW | AUTO INSURANCE AUTO INSURANCE GENERAL LIABILITY LAW ENFORCEMENT PUBLIC OFFICIALS | AUTO PARTS/TIRES | 01 OPERATING SUPPLIE 03 GAS/OIL 01 OPERATING SUPPLIE 01 AUTO REPAIR/INSPE 01 AUTO REPAIR/INSPE 01 AUTO REPAIR/INSPE 03 GAS/OIL 01 AUTO REPAIR/INSPE | ACCOUNT NAME |
| ACCT# 1000448868 ACCT# 1000628474 ACCT# 1000646305 ACCT# 1000628474 | MURPHY, CPS | 3RD QUARTER 2019 | ACCT# 667227 PEST C ACCT# 667227 PEST C | 7/19-7/20 PROPERTY | 7/19-7/20 AUTOMOBI 7/19-7/20 AUTOMOBI 7/19-7/20 GENERAL 7/19-7/20 LAW ENFO 7/19-7/20 PUBLIC O | TIRE/LABOR | WIPER FLUID UNIT 24 OIL CHANGE UNIT 19 WIPER FLUID #19 FLAT UNIT #14 FLAT UNIT #7 FLAT UNIT #7 FLAT UNIT #7 FIAT CHANGE UNIT 22 TIRE ROTATION UNIT2 | ITEM/REASON |
| 840364199 840344235 840454865 840484886 | 19-01-010 | 23764-WC3 | 386505860 386505860 | N2555555555555555555555555555555555555 | NNNN 55555 55555 5555 5555 5555 5555 5 | 2150014591 | 38717 38715 38715 38705 38710 38710 38769 38769 | INVOICE NUMBER |
| 06/17/19 09 06/17/19 09 06/17/19 09 06/17/19 09 | 06/17/19 09 | 06/21/19 09 | 06/13/19 09 06/13/19 09 | 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 | 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 06/21/19 09 | 06/17/19 09 | 06/13/19 09 06/13/19 09 06/13/19 09 06/13/19 09 06/13/19 09 06/13/19 09 06/18/19 09 06/18/19 09 | AP DATE PD PO NO |
| 190.55 81.00 173.00 91.58 | 202.95 | 12.0 97.0 97.0 | 76.0 42.4 69.6 | 1 1 1 1 1 1 1 1 1 1 | 6,914.00 4,530.00 2,046.00 17,227.00 9,936.00 40,653.00 | 47.0 47.0 | 3.50 43.50 13.00 13.00 13.00 143.00 18.00 | AMOUNT |

DATE 06/21/2019 15:39:58

ACCOUNTS PAYABLE REGISTER

VCH100 PAGE 10

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|-----------------|
| RECORDS F |
| FROM |
| 06/24 |
| 1/2019 |
| TO |
| 06/24/2019 DA |
| 2019 |
| DATE-TO-BE-PALD |
| -PALD |
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| 194,168.28 | TOTAL CHECKS TO BE WRITTEN | TOTAL CHEC | | | |
|------------------|----------------------------|----------------------|-------------------------------------|--|--|
| 8,043.15 | | | | | |
| 1 117 0 | /13/19 0 | 6-619102 | - MAY 201 | 014-624-503 SAND 012-622-503 SAND | GRAHAM TX 76450 201 |
| 221.58 365.29 | 06/13/19 09 06/13/19 09 | 4-619106 7-619108 | GRAVEL - MAY 2019 GRAVEL - MAY 2019 | 9 014-624-503 SAND/GRAVEL 9 014-624-503 SAND/GRAVEL | ZACK BURKETT 2019 PO BOX 40 2019 |
| 500.00 | | | | | 515 HOUSTON STE 611 FORT WORTH TX 76102 |
| 500.00 | 06/17/19 09 | | FEL FRINCH 4604 | 9 010-477-302 DIST JUDGE ATTY FE | WILLIAM H RAY 2019 ATTY AT LAW |
| 88.9 | | | | | |
| 88.98 | 06/18/19 09 | | MILEAGE | 9 010-403-207 SCHOOL/CONFERENCE | VANESSA JAMES 2019 |
| 453.00 | | | | | BARRETT COURT REPORTING 236 PRIVATE ROAD 4737 RHOME TX 76078 |
| 453.0 | 06/17/19 09 | CAUSE 4930 | TX VS HAYNES | 9 010-477-303 COURT REPORTERS | VANESSA BARRETT 2019 |
| 303.18 | | | | | FRESNO CA 93779 |
| 303.1 | 06/24/19 09 | 06242019 | IRS LEVY | 9 012-202-100 SALARIES PAYABLE | |
| 5.47 | 06/19/19 09 | | ACCT# 354726129 TOL | 9 010-560-307 MISCELLANEOUS | TX TAG P O BOX 650749 DALLAS TX 75265 |
| . 7 | | | | | X 78265 |
| 01.7 | 06/24/19 09 | 06242019 | CHILD SUPPORT | 9 010-202-100 SALARIES PAYABLE | TX CHILD SUPPORT SDU 2019 PO BOX 659791 |
| 225.72 | 06/19/19 09 | | MILEAGE/MEALS | 9 010-455-207 SCHOOL/CONFERENCE | TRAC1 HESTER 2019 |
| 36.1 | | | | | |
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| AMOUNT | AP DATE PD PO NO | INVOICE NUMBER | ITEM/REASON | ACCOUNT ACCOUNT NUMBER NAME | VENDOR / |

ALL RECORDS FROM 06/24/2019 TO 06/24/2019 DATE-TO-BE-PAID

APPROVAL PAGE

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

CO JUDGE UMPHRESS

COMM #1 OLIVER

COMM #2 BROCK
COMM #3 BIRDWELL

COMM #4 WARD
CO TREAS CAMPSEY

Pinapppee

DATE:

SS BOR BULL

FILED FOR RECORD

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JUN 24 2019

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

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06/19/2019 14:49 PAYROLL APPROVAL FOR COUNTY OF JACK

PAY165 PAGE

FOR CHECK DATE FROM 06/24/2019 TO 06/24/2019

EMP# NAME

GROSS WAGES OVERTIME O/T HOURS

| THE PRECEDING LIST OF PAYRO AND APPROVED FOR PAYMENT BY | | | DATE: 2/ Jun 1 |
|---|-------------|---|----------------|
| DATE 24 Jan 2019 | APPROVED BY | 5 | |
| | | John John John John John John John John | |
| | | 740 Blo | 41/0 |
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JACK COUNTY AUDIT OR

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JUN 24 2019

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

BY____ _____DEPUTY FOR CHECK DATE FROM 06/24/2019 TO 06/24/2019

| EMP# NAME | | GR | OSS WAGES | OVERTIME | O/T HOURS |
|---------------------|----------|----|----------------------------------|----------|-----------|
| DEPARTMENT 010-401 | | | | | |
| 00075 TILLERY | DEBRA | Α | 1,249.23 ✓ | .00 | .00 |
| 00123 UMPHRESS | BRIAN | K | 2,698.38 🗸 | .00 | .00 |
| | | | | | |
| DEPARTMENT TOTALS | | | 3,947.61 | .00 | .00 |
| DEPARTMENT 010-403 | | | | | |
| 00010 BROOKS | SUZANNE | | 1,249.23 | .00 | .00 |
| 00027 HEFNER | REBEKAH | | 234.84 | .00 | .00 |
| 00036 JAMES | VANESSA | Н | 1,644.58 | .00 | .00 |
| 00011 MARTIN | TIFFANY | •• | 1,189.88 | .00 | .00 |
| oodii .maciin | IIIIAWI | | 1,109.00 | .00 | .00 |
| DEPARTMENT TOTALS | | | 4,318.53 | .00 | .00 |
| DEPARTMENT 010-409 | | | , | | |
| 00104 BARRY | JOHN | | 145.00 / | .00 | .00 |
| 00111 BEST | PHYLLIS | F | 155.00 🗸 | .00 | .00 |
| 00127 CASTEEL | SELENA | L | 1,249.23 | .00 | .00 |
| 00116 MCROBERTS | JUDY | Α | 841.00 | .00 | .00 |
| 00117 MYERS | MARIANNE | M | 840.30 | .00 | .00 |
| 00056 PIPPIN | TRACIE | J | 145.00 | .00 | .00 |
| | 1101011 | J | 113.00 | .00 | .00 |
| DEPARTMENT TOTALS | | | 3,375.53 | .00 | .00 |
| DEPARTMENT 010-410 | | | , | | |
| 00105 HEFNER | FRANKLIN | R | 2,200.00√ | .00 | .00 |
| | | | 2 200 00 | 0.0 | 00 |
| DEPARTMENT TOTALS | | | 2,200.00 | .00 | .00 |
| DEPARTMENT 010-435 | | | 1 | | |
| 00125 PARR | TERRI | N | 1,249.23√ | .00 | .00 |
| 00056 PIPPIN | TRACIE | J | 1,644.58√ | .00 | .00 |
| DEPARTMENT TOTALS | | | 2,893.81 | .00 | .00 |
| | | | | | |
| DEPARTMENT 010-455 | | | 1 | | |
| 00028 HESTER | TRACI | | 1,249.23 √ / | .00 | .00 |
| 00097 MCLEMORE | SAMANTHA | J | 1,189.88 √/ | .00 | .00 |
| 00070 SPURLOCK | STACY | | 1,249.23 1,189.88 1,644.58 | .00 | .00 |
| DEPARTMENT TOTALS | | | 4,083.69 | .00 | .00 |
| DEDADIMATER 010 100 | | | | | |
| DEPARTMENT 010-475 | TD00703 | | 1 040 00/ | | |
| 00004 BAILEY | JESSICA | | 1,249.23√ 2,990.73√ | .00 | .00 |
| 00017 DIXON | MICHAEL | | 2,990.73 ✓ | .00 | .00 |
| DEPARTMENT TOTALS | | | 4,239.96 | .00 | .00 |
| DEPARTMENT 010-495 | | | , | | |
| 00018 DUNGAN | KIM | M | 1,255.81 | .00 | .00 |
| 00053 PERRY | LISA | _ | 1,729.15√ | .00 | .00 |
| | | | 2 004 05 | 22 | 0.0 |
| DEPARTMENT TOTALS | | | 2,984.96 | .00 | .00 |

FOR CHECK DATE FROM 06/24/2019 TO 06/24/2019

| EMP# NAME | | GF | ROSS WAGES | OVERTIME | O/T HOURS |
|---|---------------------|--------|--|------------|------------|
| DEPARTMENT 010-497 00122 CAMPSEY | BRADLEY | G | 1,644.58 √ | .00 | .00 |
| 00027 HEFNER | REBEKAH | J | 564.72 | .00 | .00 |
| DEPARTMENT TOTALS | | | 2,209.30 | .00 | .00 |
| DEPARTMENT 010-499 00099 HAUGER | TAMMY | G | 1,189.88 | .00 | 00 |
| 00042 LOW | BETTY | G | 1,249.23 | .00 | .00 .00 |
| 00136 OGLE | TRASI | D | 1,131.35 | .00 | .00 |
| 00063 ROBINSON | SHARON | | 1,644.58 | .00 | .00 |
| DEPARTMENT TOTALS | | | 5,215.04 | .00 | .00 |
| DEPARTMENT 010-510 | | _ | | | |
| 00003 ARGO 00057 REDDING | BENNY RHONDA | L | 1,385.69√ 1,251.08√ | .00 | .00 .00 |
| | KIIONDA | | · | | |
| DEPARTMENT TOTALS | | | 2,636.77 | .00 | .00 |
| DEPARTMENT 010-551 | at tro- | - | 1 514 50/ | • | 2.2 |
| 00079 WATSON | CLYDE | E | 1,644.58√ | .00 | .00 |
| DEPARTMENT TOTALS | | | 1,644.58 | .00 | .00 |
| DEPARTMENT 010-560 | | | / | | |
| 00087 ANGELL | DOUGLAS | | 1,846.15 | .00 | .00 |
| 00020 FRANCIS | MICHAEL | M | 1,700.69 | .00 | .00 |
| 00024 HANNAH 00132 JOLLY | ELDON CHRISTOPHE | R L | 1,437.69 √ 1,518.46√ | .00 | .00 .00 |
| 00132 JOLLY | JENNY | M T | 1,891.84 | .00 | .00 |
| 00043 MAHAN | TERRY | 1-1 | 1,391.54 | .00 | .00 |
| 00098 MARLOW | KEATON | M | 1,391.54 | .00 | .00 |
| 00102 MCGEE | CODY | S | 1,437.69 | .00 | .00 |
| 00049 MILLER | TAMMY | | 2,335.99 ✓ | .00 | .00 |
| 00055 PIPPIN | HEATHER | | 2,305.00√ | .00 | .00 |
| 00135 REIS | MARITHEA | E | 1,168.24√, | .00 | .00 |
| 00133 RICHARDSON | JAMES | D | 1,414.62√ | .00 | .00 |
| 00069 SMITH | YVONNE | _ | 1,388.61 | .00 | .00 |
| 00071 SPURLOCK 00074 THOMPSON | THOMAS JOHNNY | P M | 1,897.77√ 1,700.69√, | .00 | .00 .00 |
| 00077 VANDERKAAY | DAVID | 141 | 1,580.73 | .00 | .00 |
| 00129 WALDEN | PARKER | W | 1,353.08 | .00 | .00 |
| 00101 WALLEY | ZACHARY | C | 1,391.54 √ | .00 | .00 |
| DEPARTMENT TOTALS | | | 29,151.87 | .00 | .00 |
| DEPARTMENT 010-561 | | | , | | |
| 00012 BROWNING | RANDIE | | 1,240.15 | .00 | .00 |
| 00088 CRAYCRAFT | JESSICA | N | 1,240.15 | .00 | .00 |
| 00030 HOWARD 00035 JACKSON | JEREMY | M | 1,405.81 | .00 | .00 |
| 00035 JACKSON 00131 LARIMORE | MONTY DONALD | G | 1,240.15 ✓ 1,201.69 ✓ | .00 .00 | .00 .00 |
| 00051 NEWBY | BRIAN | A | 1,201.89 √ 1,594.83 √ | .00 | .00 |
| 00052 NEWBY | MARIE | L | 1,346.08 | .00 | .00 |
| * · · · · · · · · · · · · · · · · · · · | | | _, | | |

FOR CHECK DATE FROM 06/24/2019 TO 06/24/2019

| EMP# NAME 00093 PARKER 00054 PHILLIPS 00058 REGER 00065 SCARBRO 00128 WALDEN | JULIE LOWELL CHRIS SHELLEY RUSSELL | GROSS WAGES D 1,240.15 \(\) B 1,240.15 \(\) 1,760.77 \(\) 1,240.15 \(\) W 1,163.23 \(\) | OVERTIME .00 .00 .00 .00 | O/T HOURS .00 .00 .00 .00 |
|---|--|--|--------------------------------------|---------------------------------------|
| DEPARTMENT TOTALS | | 15,913.31 | .00 | .00 |
| DEPARTMENT 010-665 00014 COX 00045 MARTIN 00083 WILLIAMS | ALINDA CHARLES KERRI | R 624.62 624.62 1,249.23 | .00 | .00 |
| DEPARTMENT TOTALS | | 2,498.47 | .00 | .00 |
| FUND TOTALS | | 87,313.43 | .00 | .00 |
| DEPARTMENT 011-621 00046 MAXWELL 00121 OLIVER 00072 STRICKLAND 00085 WILSON | WINFIELD GARY JAMES JERRY | 1,251.08 √ M 1,729.15 √ R 167.53 √ 1,251.08 √ | .00 .00 .00 | .00 |
| DEPARTMENT TOTALS | | 4,398.84 | .00 | .00 |
| FUND TOTALS | | 4,398.84 | .00 | .00 |
| DEPARTMENT 012-622 00134 AMASON 00008 BROCK 00037 KINCAID 00084 WILSON DEPARTMENT TOTALS | JASON JAMES MARK DAREL | C 1,251.08 1,729.15 625.60 1,251.08 4,856.91 | .00 .00 .00 .00 | .00 .00 .00 .00 |
| FUND TOTALS | | 4,856.91 | .00 | .00 |
| DEPARTMENT 013-623 00006 BIRDWELL 00023 HADDERTON 00039 KINDER DEPARTMENT TOTALS | HENRY LANNY KENNETH | D 1,646.81 \(\) 1,188.64 \(\) 1,389.54 \(\) 4,224.99 | .00 .00 .00 | .00 .00 .00 |
| FUND TOTALS | | 4,224.99 | .00 | .00 |
| DEPARTMENT 014-624 00090 BOUNDS 00013 COUFAL 00078 WARD | DARRELL TIMOTHY TERRY | E 1,251.08 / 1,251.08 / 1,729.15 / | .00 | .00 |
| DEPARTMENT TOTALS | | 4,231.31 | .00 | .00 |
| FUND TOTALS | | 4,231.31 | .00 | .00 |
| GRAND TOTALS | | 105,025.48 | .00 | .00 |

ACCOUNTS PAYABLE REGISTER

VCH100 PAGE 1

ALL RECORDS FROM 06/12/2019 TO 06/12/2019 DATE-TO-BE-PAID

| ATET MOBILIT PO BOX 6463 CAROL STREAM | VENDOR NAMB |
|---|-------------------|
| AT&T MOBILITY 2870193693 PO BOX 6463 CAROL STREAM IL 60197 | |
| 3 2019 011-621-605 2019 012-622-605 2019 014-624-605 7 2019 010-551-604 7 2019 010-551-605 2019 010-510-605 2019 010-455-605 2019 010-475-605 2019 010-605 2019 010-605 | ACCOUNT NUMBER |
| MOBILE PHONE | ACCOUNT NAME |
| ACCT#287019369386 | ITEM/REASON |
| 86 04/28-05/27 86 04/28-05/27 86 04/28-05/27 86 04/28-05/27 86 04/28-05/27 86 04/28-05/27 86 04/28-05/27 86 04/28-05/27 86 04/28-05/27 86 | INVOICE NUMBER |
| 06/12/19 09 06/12/19 09 | AP DATE PD PO NO |
| 42.96 42.96 42.96 42.96 115.34 30.54 30.54 30.54 88.88 88.88 88.88 687.27 | AMOUNT |

TOTAL CHECKS TO BE WRITTEN

1,431.24

ALL RECORDS FROM 06/12/2019 TO 06/12/2019 DATE-TO-BE-PAID

APPROVAL PAGE

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

CO JUDGE UMPHRESS

COMM #1 OLIVER C

COMM #2 BROCK COMM #3 BIRDWELL

COMM #4 WARD

CO TREAS CAMPSEY

FILED FOR RECORD

JUN 24 2019

O'CLOCK_

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

_DEPUTY

| FILED FOR | RE | CO | RD |
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JUN 2 4 2019

COUNTY OF JACK STATE OF TEXAS

| VANESSA JAMES, County Cle JACK COUNTY, TEXAS | |
|---|--------|
| BY_ | רבויוד |

Jack County Resolution to Establish Highway 148 as the "Lost Battalion Memorial Highway"

WHEREAS, The Lost Battalion was composed of the men of the 2nd Battalion, 131st Field Artillery Regiment, "F" Battery of the 36th Infantry Division. Most of these men were from Jack and Wise County and served with distinction in the Texas National Guard prior to World War II.

WHEREAS, On the 25th of November 1941, the 2nd Battalion of the 131 st Field Artillery Regiment was mobilized to the Pacific Battle Front, to defend the island of Java. On March 8th of 1942, the unit was captured during the opening weeks following the bombing of Pearl Harbor and spent the next three and half years in a prison camp in the Burmese Jungle. Along with their brothers-in-arms, they built a railroad that crossed the famous "Bridge On the River Kwai." Many of The Lost Battalion soldiers suffered untold hardship, starvation or lost their lives serving our county. Upon there return, they and other prisoners of war were honored by President Harry Truman at the White House. We could do no better than to honor the service, dedication, and sacrifice of America's Greatest Generation;

NOW THEREFORE BE IT RESOLVED that the people of Jack County, by and through its Commissioners Court request for a portion of Highway 148 beginning at the Northern boundary line of Jack County, Texas and continuing to the intersection of same with SH 114, Jack County, Texas, be hereafter designated as the "Lost Battalion Memorial Highway."

| Battalion Memorial Highway." | |
|--|--|
| PASSED AND APPROVED this 24th day of June | 2019. |
| COUNTY OF JACK | , |
| By: | |
| Brian "Keith" Umplaress, | - Gary Oliver, |
| County Judge of Jack County, Texas | County Commissioner, Pct. 1, Jack County |
| - James S. Broch | Blull f |
| James L. Brock, County Commissioner, Pct. 2, Jack County | Henry Birdwell Jr, County Commissioner, Pct. 3, Jack County |
| Imy Ward. | |
| Terry Ward, County Commissioner, Pct. 4, Jack County | |
| 1 | TION |

ATTESTED BY

Vanessa Janes, County Clerk of Jack County, Texas

| FILE | FOR | RECORD |
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JUN 2 4 2019

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD TO CONSTRUCT PIPELINE OR UTILITY

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

| THE STATE | OF | TEXAS |
|-----------|------|--------------|
| COUNTY OF | T TA | CV |

| вү | DEPUTY |
|----|--------|
| | OEP011 |

NOW COMES - Control of Jack Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company authorization to lay a pipeline or place a utility across and under the public roads of the County of Jack, State of Texas, conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct — ______, Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

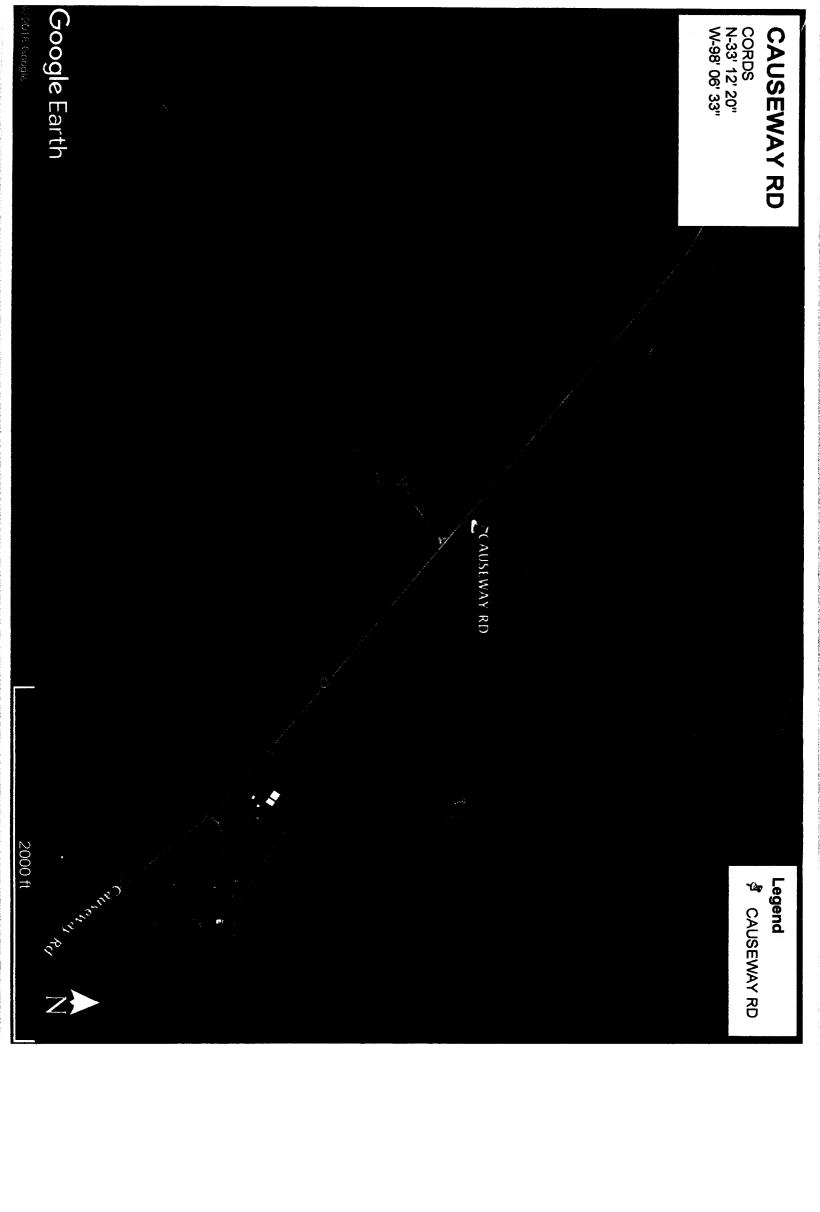
Cords-"N-33' 12' 20''

-98' 06' 33"

- 2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.
- 3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of at least three (3) feet below the surface of the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet from the edge of the roadway, and that the road will be restored at the time of construction to its original condition.
- 4. In the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said the Company to adjust its pipeline with such construction without compensation from the County.
- 5. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing. Said boring shall be at a depth of at least three (3) feet below the depth of the borrow ditch.
- 6. The Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.

- 7. The Company shall pay, at the time of application, the sum of \$500.00 for each crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not granted, the application fee will be returned.
- 8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.
- 9. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.
- 10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.
- 11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

| DATED THIS 11 day of June | , 2019. |
|-----------------------------------|---|
| Recommended by: | APPLICANT: Oalridge of + gas - Phone No. 940-507-2299 |
| . 11 | Phone No. 940-507-2269 - |
| - Bello | By: Tall |
| COMMISSIONER: PRECINCT # - | Daylon Iaman |
| APPROVED: County Judge of Vack Co | ounty, Texas |
| | |



| FILED FOR RECORD | |
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| O'CLOCKM | |
| ILIN 2 4 2019 | |

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD TO CONSTRUCT PIPELINE OR UTILITY VAN

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

DEPUTY

| THE STATE OF TEXAS |
|--------------------|
| COUNTY OF JACK |

NOW COMES - O' + as , hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company authorization to lay a pipeline or place a utility across and under the public roads of the County of Jack, State of Texas, conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct - _ _ _ _ Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

ROW on Cowrace Road (N33° 14', 19")

- 2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.
- 3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of at least three (3) feet below the surface of the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet from the edge of the roadway, and that the road will be restored at the time of construction to its original condition.
- 4. In the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said the Company to adjust its pipeline with such construction without compensation from the County.
- 5. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing. Said boring shall be at a depth of at least three (3) feet below the depth of the borrow ditch.
- 6. The Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.

- 7. The Company shall pay, at the time of application, the sum of \$500.00 for each crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not granted, the application fee will be returned.
- 8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.
- 9. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.
- 10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.
- 11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

| DATED THIS 10th day of June | , 2019. |
|--|--|
| Recommended by: | APPLICANT: Oakridge oil tgas. |
| COMMISSIONER: PRECINCE #- APPROVED: County Judge of Jack Co | Phone No. 940-567-1226 By: Daylon Inman |
| county Judge of Jack Co | Juney, Texas |

Contract ID = 20190603

CLIENT COPY

COMPUTER SYSTEM LEASE / LICENSE AGREEMENT January 1, 2020 through December 31, 2021

STATE OF TEXAS

§

COUNTY OF JACK

8

THIS COMPUTER SYSTEM LEASE / LICENSE AGREEMENT (the "Agreement") is made and entered into by and between <u>JACK COUNTY TAX OFFICE</u>, 100 Main Street, <u>Jacksboro</u>, <u>Texas 76458</u>, acting by and through its governing body, the Commissioner Court (hereinafter referred to as the "Tax Office"), and PRITCHARD & ABBOTT, INC., a professional appraisal and software firm, 4900 Overton Commons Court, Fort Worth, Tarrant County, Texas (hereinafter referred to as "Software Firm"),

WHEREAS, Tax Office desires to lease certain computer hardware, and obtain a license for use of certain computer software, from the Software Firm; and

WHEREAS, the Software Firm is willing to lease and license the desired computer hardware/software on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SOFTWARE LICENSE

1.1 <u>License Agreement</u>.

- (a) Software Firm agrees to grant to Tax Office, and Tax Office accepts, a nonexclusive and nontransferable license to use those computer programs and related materials specified in this Agreement and referred to as the "Software".
- (b) The Software shall consist of computer programs of Software Firm designated as Software Firm's Software embodied in 600 MEG (size) disk, designed to perform tax collection functions pursuant to requirements as prescribed in the Texas Property Tax Code. The Software shall also include printed materials consisting of all related printed documentation, including manuals covering the installation, application, and use of the computer programs and published specifications. The Software shall further include all subsequent improvements to either the computer programs or the related printed documentation made by either Software Firm or Tax Office.

- 1.2 <u>License Fees.</u> Tax Office agrees to pay the annual amount of \$41,050.00 for 2020 and \$41,950.00 for 2021 in quarterly fees for each item of Software listed in the Software License Schedule attached to this Agreement as Schedule 2 and incorporated by reference the same as if fully copied and set forth at length.
- 1.3 <u>Limitation on License Use.</u> Tax Office agrees that it shall use each item of Software, including any subsequent updates provided under this Agreement, for its exclusive benefit. The Software may only be used in the United States of America and at the physical address specified in the introductory paragraph of this Agreement, unless Software Firm otherwise consents in writing. All copies of the Software, in whole or in part, including all updates, are the property of Software Firm. No title to or ownership of the Software or any of its parts is transferred under this Agreement to Tax Office. The Tax Office may not disassemble, decompile, break down or attempt to perform reverse engineering on the Software.
- 1.4 <u>Designated Hardware</u> Tax Office may use each item of licensed Software only on the Hardware leased pursuant to this Agreement, unless (i) the Hardware is malfunctioning, in which case Tax Office may use the Software on other computer hardware during the period of malfunction, or (ii) Software Firm otherwise consents in writing.
- 1.5 <u>Copies.</u> Tax Office may make machine-readable copies of all or part of the Software for Tax Office's internal backup use on the Hardware only. Tax Office agrees to include Software Firm's copyright, patent, trade secret, and other proprietary legend on each copy of the Software, including partial copies and modifications of the Software. At the request of Tax Office, Software Firm will provide a label to be attached to the copies setting forth the information required by this Paragraph 1.5.
- 1.6 <u>License Term.</u> The Software license granted in this Agreement shall remain in force for the useful life of the Software or for the minimum term of two (2) years January 1, 2020 through December 31, 2021. Software license shall automatically renew for successive one year terms unless Tax Office gives Software Firm notice of its intention not to renew the license within ninety (90) days prior to the expiration of a term.
- 1.7 <u>Insurance Coverage</u>. Software Firm will at all times during the period of this contract, maintain general liability insurance, automobile liability insurance and worker's compensation insurance. A Certificate of Insurance with Tax Office as named insured will be provided by Software Firm, if requested. Should Software Firm fail to maintain the insurance coverage described above, Tax Office may, at its option, declare this contract null and void and Software Firm shall be excused from any further performance.

ARTICLE II

PROPERTY RIGHTS

2.1 <u>Title to Hardware and Software</u>. Title to the Hardware and Software is reserved to Software Firm. Tax Office acknowledges and agrees that Software Firm is and shall remain the owner of the Hardware and Software and shall be the owner of all copies of the Software made by Tax Office pursuant to the provisions of this Agreement.

- 2.2 <u>Confidentiality of Software.</u> Tax Office acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Software Firm. Tax Office agrees to hold Software in confidence for Software Firm and not to sell, rent, license, distribute, transfer or disclose the Software or its contents, including methods or ideas used in the Software, to anyone except to employees of Tax Office (taxpayers may view data) or to employees of taxing jurisdictions within the Tax Office served by the Tax Office, when disclosure to such employees is necessary to use the license granted in this Agreement. Tax Office shall instruct all persons to whom any such disclosure is made that the disclosure is confidential and that the employee must keep the software confidential by using the care and discretion that they use with other data designated by Tax Office as confidential. The confidentiality requirements of this Paragraph 2.2 shall be in effect both during the term of this Agreement and after it is terminated.
- 2.3 <u>Security.</u> Licensee agrees to keep the Software at a secure place, under access and use restrictions satisfactory to Software Firm. Tax Office agrees to at least implement the security precautions that it normally uses to protect its own confidential materials and information.
- 2.4 <u>Disclosure Is Breach.</u> Tax Office agrees that any disclosure of the Software to a third party constitutes the material breach of this Agreement and shall terminate the license granted by this Agreement. Computer terminal display of account information to taxpayers does not constitute disclosure.

ARTICLE III

TAX OFFICE'S GENERAL RESPONSIBILITIES

- 3.1 <u>Risk of Loss.</u> If any item of Hardware or Software is damaged, lost, or destroyed by any means for which Tax Office is responsible, Tax Office shall be liable for the expense of repairing that item, or, if repair cannot be made, for an amount equal to the replacement cost.
- 3.2 <u>Site Preparation and Maintenance.</u> Tax Office shall meet all of the requirements for installation of the Hardware specified in the manufacturer's installation manual, including a suitable place of installation, appropriate air conditioning and suitable electric power supply.
- 3.3 <u>Supplies.</u> Tax Office shall be responsible for and shall furnish all supplies consumed or required by the Hardware and Software, unless otherwise specifically stated in this Agreement. All supplies, including magnetic tapes, disks, and other storage media shall meet the Hardware manufacturer's applicable specifications.

3.4 <u>Lease / License Charges.</u>

- (a) Tax Office shall pay Software Firm, for the use of each item of Hardware and Software, the quarterly charge set forth for it in the Hardware Lease Schedule and the Software License Schedule attached to and made a part of this Agreement.
- (b) Payments due Software Firm under this Agreement shall be made to Software Firm at its address in the introductory paragraph of this Agreement or to such other person and place as Software Firm may designate in writing.

3.5 <u>Maintenance Charges.</u> Unless otherwise provided in this Agreement, Tax Office agrees to incur and pay Hardware and Software maintenance charges, whether performed by the manufacturer or otherwise.

3.6 Reports.

- (a) In the event any accident or incident arises out of the apparent or alleged improper manufacture, functioning, or operation of any item of Hardware and Software, Tax Office shall notify Software Firm of each such accident or incident immediately after it occurs. That report shall identify the item of Hardware and Software and include the time, place and nature of the accident or incident, the damage, the names and addresses of any parties involved, persons injured, witnesses, and owners of any property damaged, and any other material information.
- (b) Tax Office shall promptly advise Software Firm of all correspondence, papers, notices, and other documents of any kind that Tax Office receives in connection with any claim or demand involving or relating to any alleged improper manufacture, functioning or operation of any item of Hardware and Software. Tax Office and its employees shall aid in the investigation and defense of all such claims and in the recovery of damages from any third persons liable for the claims.
- (c) When reasonably requested by Software Firm, Tax Office shall permit persons designated by Software Firm to examine each item of Software and any leased Hardware.

ARTICLE IV

SOFTWARE FIRM'S GENERAL RESPONSIBILITIES

4.1 <u>Warranty of Title.</u>

- (a) Software Firm warrants that it has good title to the Hardware and Software and the right to lease and/or license it to Tax Office free of any proprietary rights or any encumbrance of any other party.
- (b) Software Firm shall defend Tax Office against any and all claims that the Hardware, Software or Tax Office's use of same under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party. Software Firm shall indemnify and hold Tax Office harmless from any liability for damage, cost or other loss incurred by Tax Office in connection with any such claim. Tax Office shall notify Software Firm of the assertion of any such claim and shall cooperate with Software Firm in the investigation and resolution of the claim. HOWEVER, SOFTWARE FIRM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.
- (c) Software Firm shall not indemnify Tax Office against any claim or liability based on Tax Office's modification or conversion of Hardware and/or Software or the subsequent use of that modification or conversion.

- 4.2 <u>Warranty Disclaimer.</u> EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SOFTWARE FIRM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. BY ITS LEASE OF THE HARDWARE AND ITS LICENSE OF THE SOFTWARE, SOFTWARE FIRM SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, FITNESS, DESIGN, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE HARDWARE AND/OR SOFTWARE.
- 4.3 <u>Delivery of Hardware and Software.</u> Software Firm shall deliver the Hardware, one copy of the computer program portion of the Software and <u>one (1)</u> copy of the printed portion of the Software to Tax Office.
- 4.4 <u>Original Software Installation Services.</u> Software Firm shall assist in the installation of the Hardware, and in the installation of the Software. Technical Services shall be provided by Software Firm in connection with the installation of the Software at Tax Office's site for <u>three (3)</u> days at no charge. Delivery dates of services will be agreed upon by Tax Office's staff and Software Firm's staff.
- 4.5 <u>Initial Software Training.</u> Software Firm shall provide two (2) days of technical orientation and training for all of Tax Office's computer operations employees. Training and orientation shall be provided at the Tax Office's place of business. Delivery dates of services will be agreed upon by Tax Office's staff and Software Firm's staff.
- 4.6 <u>Technical Support.</u> Software Firm shall provide additional technical support services to Tax Office on request and as available at the rate of **SEVENTY-FIVE DOLLARS** (\$ 75.00) per hour, including travel time, plus cost of travel, such as tolls, parking, out-of-pocket costs, and mileage at the rate of (\$.54) per mile or the current IRS standard mileage rate.

Programming \$ 95.00/hr.

Travel time and associated out-of-pocket costs. Mileage will be charged at the rate of \$ 0.54 per mile or the current IRS standard mileage rate.

System Analyst \$ 105,00/hr.

Travel time and associated out-of-pocket costs. Mileage will be charged at the rate of \$ 0.54 per mile or the current IRS standard mileage rate.

Customer Training \$500.00/day

Per diem includes travel and out-of-pocket charges.

Virus Protection \$85.00/hr.

Travel time and associated out-of-pocket costs. Mileage will be charged at the rate of \$ 0.54 per mile or the current IRS standard mileage rate.

- 4.7 Software Firm agrees to provide Tax Office the following:
 - (a) Updates required by changes in Property Tax Code, Tax Law, or Property Tax Assistance Division of the Comptroller's Office.
 - (b) All program changes / enhancements made by Software Firm.
- 4.8 Should Software Firm sell the business Tax Office has the option to terminate this lease. Software Firm will give Tax Office 120 days written notice of intent to sell.

ARTICLE V TERMINATION

- 5.1 <u>Cause for Termination.</u> The lease pursuant to, and/or the license granted in, this Agreement shall be terminated automatically and without further notice upon the occurrence of any of the following events:
- (i) Expiration of the term specified in Paragraph 1.6 of this Agreement or of any automatic renewal term as specified under said paragraphs;
- (ii) Subject to the provisions of Paragraphs 2.2 and 2.4, disclosure by Tax Office of the Software to a third party, whether directly or indirectly and whether inadvertently or purposefully;
- (iii) Refusal by Tax Office to pay any periodic fee or other charge provided for in this Agreement;
 - (iv) Cessation of business by Tax Office or Software Firm; or
- (v) Commission by Tax Office of an event of default as defined in Paragraph 5.4 below.
- 5.2 Optional Termination by Tax Office. Should Software Firm fail to cure defects in the Hardware or Software within 90 days of written notice of same by Tax Office, Tax Office may terminate this Agreement.
- 5.3 Events of Default. Tax Office commits an event of default under this Agreement, and the lease and/or license granted under this Agreement shall terminate, if any of the following occur:
- (i) Tax Office attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement, or in derogation of Software Firm's proprietary rights in the Software; or

- (ii) Tax Office fails and neglects to perform or observe any of its existing or future obligations under this Agreement, including, without limitation, timely payment of any sums due Software Firm within ten (10) days after notice that payment is delinquent.
- 5.4 <u>Effect of Termination</u>. Tax Office agrees that immediately on termination under Paragraph 5.1, it shall immediately return all Hardware, Software and all copies of Software to Software Firm, certify to Software Firm that it has retained no copies of the Software, and acknowledge that it may no longer use the Software. In the event of termination through its default, the Tax Office is liable for all fees and other amounts payable to Software Firm under this Agreement that have accrued through the date of termination. Upon termination of the lease and/or license granted under this Agreement, Software Firm's obligations under this Agreement shall cease. Notwithstanding any other provision of this Agreement to the contrary, the obligations of Tax Office under Paragraph 2.2 shall survive any termination of this Agreement.
- 5.5 Non-Appropriations. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 5.5 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.
- 5.6 <u>Arbitration.</u> In the event of a dispute arising under this contract, the parties agree to submit that dispute to arbitration pursuant to the rules of the American arbitration Society. Venue for any dispute arising under this contract shall lie in Jack County, Texas.

ARTICLE VI

GENERAL PROVISIONS

- 6.1 <u>Assignment.</u> Tax Office shall not assign or otherwise transfer its rights under this Agreement or the Hardware and Software obtained pursuant to this Agreement without the prior written consent of Software Firm. Any attempt to make such an assignment without Software Firm's consent shall be void.
- 6.2 <u>Governing Law.</u> The parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas As required by Texas Government Section 2270.002, Software Firm verifies that it is not currently engaged in, and agrees, for the duration of this Agreement, not to engage in a boycott of Israel.
- 6.3 <u>Notices.</u> Any notice required or permitted by this Agreement to be given to either party shall be deemed to have been given if in writing and delivered personally or mailed by first-class, registered or certified mail, postage prepaid and addressed to the respective addresses specified in the introductory paragraph of this Agreement, or at such other address that either party may have designated as the address of such party or such purpose.

- 6.4 <u>Attorneys' Fees.</u> If any legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- 6.5 <u>Severability.</u> If any part of this Agreement is declared to be invalid by any court of competent jurisdiction, that part of the Agreement shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.
- 6.6 <u>Non-Waiver</u>. The parties agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either party shall operate as a waiver of the right.
- 6.7 <u>Amendments.</u> This Agreement shall be modified only by a written agreement executed by the persons authorized to execute agreements on behalf of the parties.
- 6.8 <u>Valid Agreement.</u> By their execution of this Agreement, each party hereby represents and warrants that it is authorized by proper action of its Board of Directors to enter into and execute this Agreement. Additionally, the Tax Assessor-Collector for the Tax Office approves this Agreement by his/her signature below.
- 6.9 <u>Amendment in Certain Events.</u> There exists a possibility the Texas Legislature will enact changes in the Property Tax Code which could affect this Agreement. Should that occur, the parties will re-examine this Agreement and renegotiate same, if necessary. Further, should there be a judicial interpretation of the Property Tax Code which affects the legality or validity of any portion of this Agreement, the parties will re-examine this Agreement and renegotiate same, if necessary.

| thiz day of | F, the parties have executed this Agreement to be effective, |
|-------------|--|
| | JACK COUNTY By: Name: Gull Judy, |
| | SOFTWARE FIRM: |
| | PRITCHARD & ABBOTT, INC |
| | By: Kein R. M. Bunis |
| | Printed Name: Kevin R. McBurnett |
| | Title: Information Services Manager |
| | Date: 5.28.19 |

APPROVED BY:

Tax Assessor-Collector

JACK COUNTY TAX OFFICE

SCHEDULE I

ANNUAL FEE <u>2020</u> <u>2021</u>

HARDWARE & THIRD PARTY SOFTWARE
Cloud Hosting Jack County's data;
Sonicwall Firewall, Secure Remote Access;
Daily Backup of Cloud Data;
Microsoft Windows Remote Desktop;
Microsoft SQL Server Licenses;
Adobe Acrobat Standard Licenses;
Crystal Reports.

\$ 3,500.00 \$ 3,800.00

JACK COUNTY TAX OFFICE

SCHEDULE 2

ANNUAL FEE <u>2021</u> **2020**

COLLECTION SOFTWARE

\$ 20,950.00

\$ 21,250.00

Software provides the ability to post current & delinquent taxes; 1-800 Customer Service Support;

Generate Monthly Reports;
Provide daily, weekly, summary totals;
Error & Supplemental Reports;
Print Supplemental Tax Statements;

Print receipts on demand.

Web Site with property search by name, Geo#, and Acct#.

TAX STATEMENT SOFTWARE Tax Statements Module;

\$ 13,100.00

\$ 13,400.00

Printing Tax Statements;
Tax Roll, Tax Roll Reports, Tax Statement & Summary Reports.

SETUP, CONVERT, & TRAIN ON NEW PARAGON SOFTWARE Included

Convert current data & images to Paragon's format;

Three days in-house training of office staff on software.

SOFTWARE LICENSE FEE (5 USER'S) SOFTWARE ANNUAL FEE HARDWARE (Schedule 1) TOTAL ANNUAL FEE

\$ 3,500.00 \$ 35,550.00 \$ 3,500.00

\$ 41,050.00

3,500.00 \$ 38,150.00 \$ 3,800.00

\$ 41,950.00

The annual fee for Schedule 1 & 2 shall be made in quarterly payments as follows:

\$10,262.50 January of 2020; \$10,262.50 April of 2020; \$10,262.50 July of 2020; \$10,262.50 October of 2020.

\$10,487.50 January of 2021; \$10,487.50 April of 2021; \$10,487.50 July of 2021; \$10,487.50 October of 2021.

Payments should be sent to 4900 Overton Commons Court, Fort Worth, TX 76132-3687.

549 West Loop 820 North Fort Worth, TX 76108

Precinct 1 Motor Grader Bid

10:59 sm.

JACK COUNTY AUDITOR

RECEIVED JUN 19 2019

INVITATION TO BID (County of Jack)

Bids will be received in the County Auditor's Office of Jack County, Texas until 9:00 a.m., Monday, May 27, 2019, for the purchase of various goods and services for Jack County.

The types of goods and services to be purchased are one or more of the following:

Motor Grader, Model 2018 or newer, Tier 3 or 4 compliant *

* The minimum bid specifications and requirements to bid are contained in the Bid Form on file in the County Auditor's office and at the Jack County Website at http://www.jackcounty.org/agenda/ under the title "FY 17 Motor Grader Bids.".

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. A \$200 performance bond payable to the County shall be required of the bidder.

The bids will be opened at 9:05 a.m. on Monday, May 27, 2019, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business on Monday, May, 27, 2019 at the same location beginning at 10:00 a.m.

Bidders are encouraged to attend to answer questions about their submission.

Detailed specifications may be obtained by contacting:

Lisa Perry Auditor - Jack County Jack County Courthouse Jacksboro, Texas 76458

Voice: (940) 567-2663 Fax: (940) 567-5978

The County's website is located at: www.jackcounty.org.

Bids should be submitted in a sealed number 10 or smaller envelope with the proper title ("Precinct 1 Motor Grader Bid") on the **outside** of the bid envelope.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids.

All bids must be accompanied by a completed Bid Request Form in order to be considered which may be obtained through the office of the County Auditor.

Lisa Perry Auditor - Jack County TITLE: JACK COUNTY BID REQUEST

PROJECT: Purchase/Sale of Equipment in Commissioner Precinct 1

Date: April 16, 2019

SCOPE: Jack County is now accepting formal proposals for the purchase of one or more of the following: new Motor Grader, Model 2018 or newer, Tier 3 or 4 compliant. Minimum specifications for same are attached.

SPECIFICATIONS: Attached is a bid form to be used in submitting all bids. Supporting materials may be attached but the bid form indicating price per item **must** be properly completed to assure bid consideration.

The bid form is in two sections: an informational section (this section) and a list of the desired equipment and minimum features.

Bidders will be required to deliver with their bid a cost deposit in the amount of \$200.00 by cashier's check to cover costs of republication in the event of his/her failure to perform. Said check will be returned on delivery of the item and returned to unsuccessful bidders after bid opening.

All specifications are given to clarify the type of item requested and should not be deemed to eliminate any specific makes or models.

Vehicle at delivery will have a new inspection sticker, if required, and a minimum of 10 gallons of fuel in the tank.

Bidder shall furnish one (1) shop manuals or CD ROM shall be furnished. Manuals/CD shall include information necessary to diagnose and repair mechanical, electrical systems, and include wiring diagrams. These must be furnished at time of delivery. (THIS REQUIREMENT SHALL NOT DELAY DELIVERY OF THE VEHICLES, BUT PAYMENT CANNOT BE MADE UNTIL ALL REQUIREMENTS ARE MET.)

Bidder must provide a minimum of 4 hours of training regarding maintenance and operation on Jack County's chosen site.

TYPES OF ITEMS SOUGHT: The attached bid form lists the equipment/supplies and quantities desired and minimum specifications. All bids submitted must meet or exceed those specifications listed.

All materials must be of equivalent or better quality as shown in the specifications under "DESCRIPTION OF ITEM."

USE OF BID FORM: Failure to complete the County Bid Form and use the prescribed envelope may disallow a proposal for consideration. Further attachments to your County Bid Form may be made.

JACK COUNTY COMPETITIVE BID PROPOSAL FORM

(Purchase of Motor Grader in Commissioner Precinct 1)

| My bid is on one or more new 2018 or newer Road Grader: $20/9 /40$ |
|---|
| \$ - <u>219,943.00</u> |
| Manufacturer of Unit: Caterpillar - |
| Model No.: |
| My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail. |
| My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs. |
| My bid offer is good for days. |
| Name of Bidder: Holt Caterpillar |
| By: Part Dung 817-996-6348 - (Authorized Agent) |
| Dated: <u>6-24-</u> , 2019. |

JACK COUNTY COMPETITIVE BID PROPOSAL FORM

(Purchase of Motor Grader in Commissioner Precinct 1)

| My bid is on one or more new 2018 or newer Road Grader: 20/9 /40/113 |
|---|
| \$ - 255,978.00 |
| Manufacturer of Unit: <u>Caterpilar</u> - |
| Model No.: 140 M3 |
| My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail. |
| My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs. |
| My bid offer is good for days. |
| Name of Bidder: 1-10/4 Caferpillar |
| By: Pat Dun 8/7-996-6348 (Authorized Agent) |
| Dated: <u>6-24-</u> , 2019. |

MINIMUM SPECIFICATIONS FOR ONE NEW MOTOR GRADER [Bidder should complete and submit self-assessment tool below with page preceding]

| 6 | liono- | Bid specifications for interim Tier 3 or 4 compliant Motor Grader |
|------------------|--------|---|
| Comp | liance | Engine |
| yes 🗲 | no | Engine meets EPA Interim Tier 4 and European Union Stage III B standards |
| yes 4 | no | The engine shall have Dual safety air cleaner elements, radial seal, dry type |
| yes X | no_ | Altitude deration will not occur at altitudes less than 10,000 ft (3048 m). The deration rate above 3048 m (10,000 ft) shall be 1.5% per 305 m (1000 ft). |
| yes | no | Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design and for improved cylinder and piston ring durability. |
| yes 🗸 | no | Fuel system shall be high-pressure, common rail |
| yes | no k | Engine bore and stroke shall be 4.66 X 5.35 in. (118 X 136 mm) 4.5 X 5.9 |
| yes X | no | Engine shall be a turbo-charged, direct injection, four stroke, 6-cylinder diesel engine with 4 valves per cylinder. |
| yes 🗸 | no | Engine shall be electronically controlled for more efficient fuel injection and fuel burn. |
| yes K | no | Engine displacement for standard engine shall be no less than 9.0 liters (548 cu. in.) Engine shall reach no less than SAE net horsepower in the gears 1-8: |
| yes > | no | 1st 160hp, 2nd 165hp, 3rd 175hp, 4th 190hp, 5th 190hp, 6th 195hp, 7th 195hp, 8th 195hp |
| yes_X | no. | Standard and Optional peak engine power shall not be achieved at an engine speed greater than 2100 rpm. |
| yes | noX | Standard engine will have a minimum torque rise of 68% in all gears 44% |
| yes_X | no | Unit shall have a self-draining muffler with curved stack |
| yes | no | Unit shall be equipped with Engine Power Management System for variable horsepower for up to 245 SAE net and shall meet IT4 standards |
| yes \checkmark | no | A jacket water heater shall be available to assist in cold weather starting. |
| yes/0 | no | Machine shall be equipped with electronic over-speed protection to prevent the engine and transmission from over speeding, as a standard feature. |
| yes | no | Electronic Throttle Control (cruise control) shall be available, and shall be controlled by a switch, located on the right-hand console for resuming and decreasing throttle set. |
| yes / | no | The Electronic Throttle Control modes, set and accelerate functions, shall be located on the right console for easy access. |
| yes | no_X | The engine shall have an altitude compensating turbocharger |
| yes_> | no | Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer |
| yes_ | no | Unit shall be equipped with engine stall prevention (ESP) as standard equipment |

| <u> </u> | | Cooling |
|---------------|----|--|
| yes V | no | A guard shall be available to protect the machine's transmission from debris. |
| yes (| no | Coolant levels should be easily checked by sight gauges or overflow tank |
| yes | no | Engine coolant shall be Cool Guard™ II Extended Life or equivalent for temperatures to -34 F |
| yes | no | Air intake shall be pre-screened (3 mm perforations) standard |
| yes | no | The charged air cooler shall be heavy duty aluminum 10 fin per inch |
| yes | no | The engine shall have an air-to-air after cooling for low engine speed lugging |
| ves \wp | no | Unit shall have charged air cooler with restriction sensor and in-cab restriction warning light |
| yes 10 | no | Engine fan shall automatically adjust fan speed via a variable displacement hydraulic fan pump to meet engine cooling requirements to minimize power demand from the engine, reduce vehicle noise levels, improve fuel economy, and improve vehicle performance. |
| yes 🞾 | no | Engine power shall automatically compensate for power draw of the fan system to maintain a constant horsepower available to maintain vehicle performance independent of cooling system power draw. |
| yes_ Y | no | Engine fan shall be able to automatically reverse and allow the operator to choose the time interval for the reversal to occur through the vehicle monitor. |
| yes | no | The hydraulic oil cooler shall be 10 fin per inch with vertical, spin-on filter |
| yes | no | The radiator shall constructed of aluminum and have 10 fins per inch spacing Parithek |
| yes/ | no | Unit shall have a coolant recovery tank provided |
| yes 🎾 | no | Cooling system shall be isolated from the engine compartment |
| yes | no | Pivot and / or slide out coolers provide access for quick air cleanout of dust and debris |
| yes 🔎 | no | A rear access door shall be provided to provide quick air cleanout of dust and debris for the engine radiator, charge air cooler, transmission cooler, axle cooler, and the hydraulic oil cooler. |
| yes <u>X</u> | no | Access to engine will be open from both sides with hinged engine side shields and full access service doors |
| 10 | | Engine enclosure and daily service points shall be accessible from ground level, and grouped on the left side of the machine. |
| yes_ | no | Engine compartment doors shall be lockable without the use of external locks. |
| yes 🗡 | no | A guard shall be available to suppress sound from the engine. |
| yes X | no | The unit shall have a 6000 hour coolant interval from factory |
| ves √ | no | Vandal protection package shall include locking for cab doors, engine side shields (4), top tank radiator access door, engine coolant surge tank, hydraulic reservoir cap, fuel tank cap and tool box. |

| | | Power Train |
|---|------|---|
| yes_ | no | Optional auto-shift shall be available |
| yes 🗲 | no | Cruise control shall be standard. |
| yes | no_X | Machine shall have no drive shafts that cross over the articulation hitch. |
| yes | no K | The transmission shall have eight forward and eight reverse speeds with built-in diagnostics |
| yes 🞾 | no | Transmission shall have 5 working gears between 0-10.2 mph (0-16.4 km/h), for dirt applications. |
| yes 🎸 | no | Machine shall be equipped with an electronic inching pedal for improved modulation and machine control. |
| yes | no | The transmission system shall have an independent oil reservoir, filtration and cooling system with 31 GPM hydraulic gear pump 45. 2 |
| yes 🔀 | no | The shift pattern will be the industry standard U-shape |
| yes | no | The transmission shift handle shall have a neutral park brake locking position. It shall include a park start safety switch |
| yes X | no | Transmission shall be event based shifting (EBS) or use load sensing electronic shift modulation with over speed protection |
| yes 🗡 | no | Transmission shall have clutch overheating protection to prevent clutch failures due to excessive and overuse of the inching pedal. |
| yes 🞾 | no | The transmission shall have rubber isolation mounting to reduce noise and vibration |
| yes 🞾 | no | Diameter at the output end of the transmission shaft shall be no less than 2.34 in (59.5 mm) |
| yes 💯 | no | Transmission shall be equipped with built-in self-diagnostic capability. |
| yes O | no | Transmission shall be isolated/resilient mounted to reduce sound and vibration. |
| yes | no | Transmission shall be a direct drive, power shift, countershaft type. |
| | | Axles/Brakes/Tandems |
| ves 🗸 | no | The brakes shall be continuously pressurized, filtered, oil cooled |
| , , , , , , , , , , , , , , , , , , , | 110 | The brakes shall be internal self-adjusting maintenance free, wet multi-disk, inboard of |
| yes | no.X | tandem pivot QT 200 W See |
| yes | no K | The park brake shall have an independent oil reservoir, filtration and cooling system with 8 GPM axle hydraulic gear pump and 10 fins per inch oil cooler |
| yeş | no | The parking brake shall be automatic, spring-applied, hydraulic released |
| yes 🞾 | no | The unit shall have primary and secondary service brakes |
| yes V | no | Service brakes shall be multi-disc, oil-cooled and completely sealed. |
| yes_X | no | Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits. |

| yes | по | Service brake disc surfaces shall be grooved and carry oil between discs and plates with brakes fully applied. |
|--------------|------|---|
| yes X | no | Entire braking system shall meet all requirements of ISO 3450. |
| yes_X | no | Service brakes shall provide a minimum of 3,565 in² (23,000 cm²) of total friction material surface area used at each of the four tandem wheels to eliminate braking loads on the power train. |
| yes | no | Differential Lock/Unlock shall be electro-hydraulically controlled, as a standard feature. |
| ye ş | no | Differential Lock/Unlock shall be capable of being engaged or disengaged at any time during vehicle operation without incurring damage to the differential and differential lock system. Engagement shall not be restricted or determined by vehicle speed, vehicle shifts, or tandem tractive conditions (tandems slipping). Differential Lock/Unlock shall be a multi-disc design. |
| | _ | Smerendar Econocinock shall be a mulu-disc design. |
| yes | no O | Differential Lock/Unlock can be selected by operator to be automatic for gears 1-4. |
| yes C | no | Differential Lock/Unlock shall be operator controlled, via toggle switch near the right hand blade controls |
| yes | no | Unit shall be equipped with system capable of automatically engaging and disengaging diffloc to optimize tractive capability, while at the same time providing the operator with the ability to manually engage diffloc during any vehicle operation |
| yes X | no | Parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, sealed, adjustment-free, and integrated into the transmission. |
| yes | no | Parking brake shall be serviceable without removing the transmission. |
| yes 🖊 | no | Engaged parking brake shall neutralize the transmission. |
| yes 🞾 | no | Differential housing oil filter shall have 2000 hour service replacement interval. |
| yes 🗸 | no | The axles shall be planetary single reduction final drive |
| yes | no | The rear axle shall have clutch style hydraulic differential lock that can be engaged on the go to achieve maximum traction instantly when required |
| yes | no | The rear-axle shall be a bolt-on modular design offering easy access to differential components, improving serviceability and contamination control. |
| yes | no | Final drive shall be a planetary design. |
| yes | no | Front axle shall be an arched design for maximum ground clearance. |
| yes | noX | Front axle oscillation shall be no less than 32 degrees total, per side 16 degrees up, 16 degrees down. |
| yes_V_ | no | Front wheel steering angle shall be no less than 48.5 degrees left or right. |
| yes | no | Front wheel spindle maintenance intervals shall be no less than 2000 hrs. |
| yes Y | no | Steering tie rod ends shall be heat induction hardened. |
| yes | no | Front wheel spindle bearings shall be a large diameter taper roller bearing for radial and axial load |

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| | | Tandems shall be capable of oscillating 15 degrees front tandem up and 15 degrees front tandem down, with full machine articulation and having no interference between |
|--------------|----------|--|
| yes | no | tandem wheel and machine structure. |
| yes <u>)</u> | no | Tandem chain pitch shall not be less than 2.0 in (50.8 mm). |
| | X | Distance between center of tandem wheels shall be no less than 60.8 in (1540 mm). |
| ves | no | Maximum front wheel lean shall be no less than 20 degrees left or right. |
| 7 | | Hydraulic System |
| yes | ng | Motor grader shall have an option of up to six auxiliary control valves and control levers integrated into the main control rack and valve stack, 14 possible control levers on main control rack. |
| yes 🖊 | no | Hydraulic pump shall be a variable-displacement, axial-piston, load sense control, pump. |
| yes X | no | Left and right blade lifts shall have hydraulic float control. |
| • | 9_ | The hydraulic system shall have a 56.0 gpm (212 L/m) main hydraulic axial piston pump and 10 fin per inch oil cooler |
| yes | no | Implement pump shall not be mounted under cab floor, minimizing sound and vibration. |
| yes 🞾 | no | A sight gauge will be provided for checking hydraulic reservoir fluid |
| X | | The hydraulic tank shall have a baffling system to improve reservoir effectiveness to prevent aeration, contaminant settling, and heat dispersion and dissipation. |
| yes | no | Hydraulic system shall be fully sealed, using O-ring seals to prevent contamination and spillage. |
| yes | no | The hydraulic stand-by pressure shall be no less than 1600 psi (11031 kPa). |
| ves | no | Hydraulics system shall be a closed center, load sensing type, with a variable displacement, axial piston-type pump. |
| 10 | 110 | displacement, axial piston-type puritip. |
| yes | no | The maximum hydraulic system pressure shall be no less than 2,750 psi (18.961 kPa). |
| yes X | no | Implement valves shall be proportional priority pressure compensating for consistent response, when multi-functioning any combination of implement controls and independent of engine speed. |
| /es 🔀 | no | Lock valves shall be integrated into the main implement valve to prevent cylinder drift. |
| , | <u> </u> | Hydraulic valves shall not be mounted to the cab floor, to minimize sound and vibration. |
| /es/X | no | All implement hydraulic connections shall have O-ring face seals for leak prevention. |
| ves D | no | The hydraulic system shall be préssure-compensated and load-sensing for reduced fuel consumption. |
| /es/ | no | Steering capabilities shall be ISO 5010 |
| yes X | no_ | Secondary steering is available |
| | | Electrical |
| /es <u> </u> | no | The electrical system shall be 24 volt with 100 amp alternator. |
| 10 | | A STATE OF THE STA |

| yes_X | no | Machine shall have 1400 CCA extra heavy-duty batteries with 440 minute reserve capacity |
|--------|------|--|
| yes | no | The cab shall have a 10 amp continuous / 15 amp peak capacity (24V to 12 V) converter |
| yes > | no | Optional electrical corrosion-prevention protection for protection in corrosive environments such as salt handling |
| yes 🗡 | no | All core machine systems shall be electronically connected optimizing performance and preventing machine damage |
| yes 🔀 | no | LED turn signal, marker and brake lights shall be provided. |
| yeş 🟀 | no | Unit shall be equipped with driving lights, two high and two low beam halogen headlights with front and rear turn signals, front and rear marker lights, brake lights and hazard warning lights. |
| yes 6 | no | Unit shall have indicator or warning for: high beams, seat belt, turn signals, cruise control, low alternator voltage, engine air filter restriction, engine oil pressure, engine coolant temperature, wait to start (glow plugs), hydraulic filter restriction |
| yes | no | Machine shall have back-up lights and sounding alarm as standard when reverse gears are selected. |
| yes | no | The monitor shall have multi-language options provided (English, Spanish, French, & Russian) |
| yes X | no | Unit shall be equipped with a single LCD monitor displaying gauges for: DPF cleanliness level, engine coolant temperature, transmission oil temperature, hydraulic oil temperature, rear steer articulation angle and fuel level with low level visual warning. The LCD monitor should also be capable of displaying vehicle performance data, diagnostic information, and diagnostic trouble codes. |
| yes C | no | Unit shall have digital readout displayed on a single LCD monitor for: engine rpm, odometer, transmission gear indicator, speedometer, hour meter |
| yes/ | no | Starting system shall be a 24V direct electric type. |
| yes 10 | no | All light and wiper switches will be solid-state distribution |
| yesk | no_ | The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris |
| yes 📈 | no | The unit shall be provided with ground level master electrical disconnect switch |
| yes 🗶 | no | The unit shall have an electric key fuel shut-off switch |
| yes_X | no | Electrical system shall have a master disconnect switch with a padlock provision (in addition to the ignition switch), accessible from the ground level. |
| yes 🗶 | no | Cab will be wired for beacon, radio and auxiliary circuit |
| yes X | no X | The unit shall have a bypass start safety cover on the starter |
| | | Operator Station |
| yes ½ | no | Steering wheel and control console shall be tiltable |
| yes 🎾 | no | The ergonomically designed steering wheel will take 5 1/4 turns (lock to lock) if the machine is equipped with manual controls. If the machine is equipped with EH controls, the steering wheel shall take 6 1/4 turns (lock to lock). |

| ves 4 | no | Steering wheel shall be required to operate machine. |
|---------|------|---|
| yes 🕊 | no | Left and right side cab doors are standard |
| yes | no | Cab doors shall have a hold-open clasp with a ground-level release and in addition to, a release in the cab. |
| yes_1⁄2 | no | Machine shall provide dual exits allowing for emergency egress should one side become obstructed |
| yesX | no | Cab shall have cup holder, personal cooler holder/storage compartment for operator's manual, with a molded floor mat |
| yes_ | no | Air vents shall be provided for all front and side tinted windows |
| yeşX | no | Three rearview mirrors shall be provided, one interior and two breakaway exterior mounted |
| yes | по | AM/FM/WB Radio including 24V to 12V converter, two speakers, antenna and wiring shall be available. |
| yes/ | no | AM/FM/WB Radio with CD including 24V to 12V converter, two speakers, antenna and wiring shall be available. |
| yes | no | A rear sun shade shall be available. |
| ye. | ng | The motor grader shall be equipped with low ROPS/FOPS air conditioned cab, isolation frame mounted for noise and vibration reduction hard mount |
| yest | no | An enclosed cab with ROPS (Rollover Protective Structure) shall be provided. |
| yes 🞾 | no | FOPS (Falling Object Protective Structure) shall be provided. |
| yes 💆 | no | Seat shall be a cloth-covered air suspension seat with, 3-inch (76 mm) retractable seat belts, with adjustments for fore-aft position, seat height, seat back angle, thigh support, and lumbar support. |
| yes | no. | A machine security system shall be available to electronically code keys selected by the user to limit usage by individuals or by time parameters. |
| yes K | no | Access to the cab shall be three anti-skid steps |
| yes | no | Machine shall provide 3 points of contact on all areas of the machine, for mounting and dismounting. |
| yes | no | Left and right side tandem case assemblies shall be covered with punched steel plate to provide an adequate platform for standing and walking |
| yes | no | Cab shall have angled floor design allowing direct visibility to moldboard. |
| yes | no L | The front glass shall be continuous and unobstructed glass from roofline to floor for visibility of the blade, heel and toe, back of the cutting edge and front tires. If choosing lower opening windows, the configuration changes slightly. |
| ves | no | The Laminated upper front tinted window shall come with a sun shade band |
| yes | no | The unit will come with a rear window electric defroster |
| yes 🔎 | no | Machine shall have laminated glass for the front upper window to protect the operator from shattered glass. |

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|---------------------|------------------|---|
| yes | no_ | Optional decelerator pedal shall be available |
| yes 🚫 | no | The upper front and rear windshield washers with intermittent wipers shall be standard |
| yes \mathcal{K}^7 | no | An Operating Manual shall be provided by Seller on delivery of unit |
| yes | no | A Service Manual shall be provided by Seller on delivery of unit |
| / | | General Specifications |
| yes_ | no | Machine Wheel Base (distance from front axle to mid tandem) shall not be less than 242.6 in (6,160 mm). |
| yes 🗸 | no | Machine shall be designed and built by the manufacturer. |
| yes | no | Transmission shall be designed and built by the machine manufacturer. |
| yes | no 🕇 | The fuel tank capacity shall be no less than 110 gallons (416 L) |
| yes | no_ * | The fuel tank capacity shall be no less than 110 gallons (416 L) |
| yes 🗲 | no | Turning radius will be no greater than 284 in (7,214 mm) |
| yes | no X | Max saleable weight of the machine shall not be more than 46,800 lbs (21 228 kg). Weight shall be the heaviest possible combination of compatible attachments, also including lubricants, full fuel tank and operator of 200 lbs (91 kg). |
| yes 🔀 | no | Base Machine Weight shall not be less than 35,220 lbs (15,976 kg). Weight shall include: standard machine configuration, lubricants, coolants, full fuel tank and operator of 175 lbs (80 kg). |
| yes X | no | Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer |
| | | Frames and Structures |
| yes | no K | The angle of articulation shall be no less than 22 degrees. |
| yes_ <u></u> | no | The articulation joint shall have mechanical locking device to prevent frame articulation while servicing or transporting machine. |
| yes_X | no | The rear frame shall have two box section channels with an integrated bumper. |
| yes_X | no | The frame shall be ready for snow wing attachment in Texas |
| yes | no_ | The motor grader main frame shall be designed with .89" (23mm) top and bottom plates and .63" (16mm) side plates |
| yes_ | no | Unit will be provided with seven-position pin-locking saddle |
| 1 _ | | Circle and Mold Board |
| yes 🖊 | no | Shall have 14' long, 24" high by 7/8" thick moldboard available with 5/8" hardware available |
| yes X | no | The mold board shall be pre-stressed during manufacturing for superior strength and durability |
| yes | no | The mold board will have quick change circle wear and side shift wear inserts, capable of being replaced in approximately 2 hours using only a 9/16" wrench. |

| 1 . | 1 | 1 |
|-------------|------|---|
| yes 🗡 | no | Moldboard shall have a bank slope angle capability of at least 90 degrees to both sides. |
| ~ | | Slide rails shall be hardened, continuously welded, and have replaceable bronze-alloy |
| yes/ | no | wear inserts top and bottom. |
| ves X | no | Moldboard slide rails shall be constructed of a best treated bish and a start |
| yes_/ - | 110 | Moldboard slide rails shall be constructed of a heat-treated, high carbon steel. Moldboard shall have a hydraulic tip control through a range of 42 degrees fore and 5 |
| yes 🖌 | no | degrees aft. |
| yes <u></u> | no | Throat clearance with standard moldboard shall be at least 4.8 in (123 mm) |
| yes 🞾 | no | The motor grader shall have five permanent and usable tie downs for transport |
| yes X | no | Drawbar wear strips shall be replaceable drop-in inserts, made from nylon composite material. |
| yeş <u></u> | no | Circle and drawbar vertical adjustment points shall be accessible from the bottom of the drawbar, for ease of maintenance. |
| yes_ | no | Circle radial wear insert shall be replaced without removing the circle support castings for quick easy maintenance. |
| yes 🔀 | no | Moldboard wear strips shall be adjusted with lock screws, providing shim-less adjustment capability both vertical & horizontal. |
| <u>.= :</u> | 1 | Serviceability |
| yes 1 | no | Daily check points shall be accessible from the left side of the engine and shall be done from ground level |
| 1- | | |
| yes_/C | no | The dip stick for checking transmission fluid shall be at ground-level |
| yes | no | Engine shall have environmentally friendly fuel drain valves |
| 10 | 110 | Environmental drain provisions will be provided for the hydraulic oil, engine oil, engine |
| yest | no | coolant, transmission, differential and fuel tank. |
| × × | | |
| yes_(_ | no | High-speed oil drain system shall be available with ground level quick connect access. |
| yes / | no | Fuel fast fill shall be ground level accessible, and capable of fill rates of up to 150 gallons/minute (xxx liters / min) |
| yes | no | Standard hydraulic tank capacity shall not be more than 16 gallons (60.6 L). |
| yes | no:X | Standard fuel tank capacity shall not be less than 110 gallons (416 L). /OO |
| ves X | no | Standard cooling system capacity shall not be less than 11.6 gallons (43.9 L). |
| yes O | no | Standard engine oil capacity shall not be less than 6.3 gallons (23.8 L). |
| ves X | no | Standard tandem housing capacity shall not be less than 19.5 gallons (73.8 L) each. |
| yes X | no | Standard circle drive housing capacity shall not be less than 1.5 gallons (5.7 L) |
| yes | no K | Standard front wheel AWD gear box shall not be less than 2 gallons (7.2 L). |
| yes_X | no | Engine oil filter shall be a 500-hour, vertical spin-on |

| 1 1- | 1 | 1 | | | | | | | |
|--------------|------|--|--|--|--|--|--|--|--|
| yes C | no | Engine primary and final fuel filters shall have 500-hour service replacement interval. | | | | | | | |
| yes & | no | Engine shall have primary fuel filter with fuel water separator and electronic sensor; quick release dual stage filter and primer pump | | | | | | | |
| yes | nox | Hydraulic, transmission, and differential filters shall be banked and easily assessable through the engine compartment doors. | | | | | | | |
| yes_X | no | Hydraulic filter shall have a service interval of 2000 hours | | | | | | | |
| yes/C | no | Hydraulic oil change service interval shall be no less than 4000 hours | | | | | | | |
| yes | no 🞾 | Transmission filter restriction indicator shall be displayed in the cab | | | | | | | |
| yeş X | no | Transmission oil filter service replacement interval shall be 2000 hours | | | | | | | |
| yes | no | The centralized lube bank shall be at the articulation joint to give access to difficult to reach zerks | | | | | | | |
| yes | no | Sampling ports shall be accessible from the tandem level and provide access to the engine, hydraulic, coolant, and fuel ports. | | | | | | | |
| yes | no | A two-way communication tool shall give service technicians easy access to stored diagnostic data and allow configuration of machine parameters. | | | | | | | |
| yes | no | Unit shall be equipped with OEM provided wireless communication system capable of monitoring and communicating machine location, fuel burn, as well as multiple other vehicle performance data. In addition, the system shall be capable of updating system control software wirelessly. | | | | | | | |
| yes C | no | Engine shall allow for at least 500 hours of operation between oil changes. | | | | | | | |
| yes | no | An Operating Manual shall be provided by Seller on delivery of unit | | | | | | | |
| yes | no | A Service Manual shall be provided by Seller on delivery of unit | | | | | | | |
| | | Tires / Rims | | | | | | | |
| yes | no_X | Tires mounted on a 9 in (22.86 cm) by 24 in (61 cm) single-piece tire rim to provide mounting for 14x24 pr 14R24 tires | | | | | | | |
| yes | no | A 10 in (25.4 cm) by 24 in (60.96 cm) size multi-piece tire rim shall be available to provide mounting for 14.00-24 and 14.00R24 conventional tires. | | | | | | | |
| ves 🗸 | no | A 14 in (35.6 cm) by 25 in (63.5 cm) size multi-piece tire rim shall be available to provide mounting for 17.5R25 tires. | | | | | | | |
| | | Safety | | | | | | | |
| yes_ | no_ | Standard grey glare-reducing paint shall be used on the front frame and engine enclosure to decrease glare from other equipment lights and reflection from the sun and snow. | | | | | | | |
| yes | no | Engine shall be rubber isolation mounted to reduce noise and vibration | | | | | | | |
| yes | no | The unit shall have a fan finger guard | | | | | | | |
| yes 💹 | no | A toolbox shall be provided. | | | | | | | |
| | | Optional Equipment | | | | | | | |
| V | | | | | | | | | |
| yes_~ | no | Blade lift accumulators shall be available, to reduce vertical impact damage. | | | | | | | |

| yes. | no | Blade lift accumulators shall be available, to reduce vertical impact damage. |
|-------|-----|--|
| yes 🛧 | no_ | Rear vision camera with integrated display and wiring shall be available. |
| yes_ | no | A front lift group shall be available |
| yeş | no | A front scarifier and mid-mount scarifier shall be available. |
| yes 🔪 | no | Rear fenders shall meet ISO-3457 requirements and shall not interfere with the ability to fully open any cab or engine enclosure, or service access doors. |
| yes | ло | A rear hitch 120 lb (54 kg) or rear counterweight 1,603 lb (727.1 kg) with integral hitch are available |
| yes | no | Rear ripper shall have five ripper shank holders and 9 scarifier shank holders. |
| yes_X | no | Rear ripper shall have a working penetration of maximum 16.8 in (426 mm) and a minimum penetration force of 20,700 lb (9397 kg) at typically equipped operating weight |
| yes | no | Front ripper. If not included, cost of same: \$ |
| yes | no | Spare wheel & tire. If not included, cost of same: \$ |
| yes | no | Bias tires. If not included, cost of same per tire: \$ |

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Jack County Precinct 1 motor grader bid

RECEIVED

JUN 24 2019

JACK COUNTY AUDITOR

If awarded the bid on the above motor grader.

Holt Cat will provide operator training.

Length will probably vary depending on the model you purchase. But as a Caterpillar Dealership We stand behind the products we sell and your operators will have sufficient opportunity for Training on the machine.

This note is just a follow up to previous conversations we have had.

Pat Dung 6-24-19

Pat Dunn Holt Caterpillar

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| JUN 2 4 2019 |
| VANESSA JAMES, County Clerk JACK COUNTY, TEXAS |
| DEPUTY |



DATE: June 11, 2019 QUOTE #:240362-02

JACK COUNTY PCT 1 Gary Oliver

COUNTY COURTHOUSE

Patrick Dunn 817.996.6348

100 N MAIN ST STE 202 JACKSBORO, TEXAS 76458-1746

One (1) New Caterpillar Inc Model: 140M3 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK036452

SERIAL NUMBER: 0N9D01429

YEAR: 2019

HOURS: 9

Sourcewell Coop Contract 032119 Jack County member ID 117052

Pricing based on 7 year ownership.

Customer will sign intent to own 7 year ownership document .

SUB TOTAL

TOTAL PURCHASE PRICE

\$255,978.00

\$255,978.00

WARRANTY

Standard Warranty:

12 Month/Unlimited Hours Total Machine

Extended Warranty:

3 years or 1500 hours power train extended warranty of the last 500 hour PM

CSA

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DATE: June 11, 2019QUOTE #:Quote 240362-02

MACHINE SPECIFICATIONS

| DESCRIPTION | REF.# |
|--------------------------------|----------|
| 140M3 MOTOR GRADER | 384-8605 |
| LANE 3 ORDER | 0P-9003 |
| GLOBAL ARRANGEMENT | 385-9294 |
| MOLDBOARD, 14' PLUS | 349-3048 |
| RIPPER/SCARIFIER | 324-0889 |
| TOOTH, STRAIGHT | 8J-1434 |
| WEATHER, STANDARD | 353-3316 |
| ACCUMULATORS, BLADE LIFT | 358-9338 |
| PRECLEANER, NON SY-KLONE | 380-6774 |
| BASE + 1 (RIP) | 385-8094 |
| STARTER, ELECTRIC, HEAVY DUTY | 394-3945 |
| HEADLIGHTS,FRONT, LOW, HALOGEN | 308-9370 |
| CAB, PLUS (STANDARD GLASS) | 385-9554 |
| CAB, PLUS (INTERIOR) | 397-7457 |
| FAN, DEFROSTER, REAR WINDOW | 233-3137 |
| SCREEN AS | 360-0116 |
| CONVERTER GP | 361-3136 |
| SEAT, HEATED | 385-8713 |
| RADIO GP - AM/FM | 477-1255 |
| SEAT BELT | 394-1492 |
| PRODUCT LINK, SATELLITE PLE631 | 464-6804 |
| INSTALLATION, ACCUGRADE READY | 462-7928 |
| JOYSTICK CONTROLS, ADVANCED | 458-8701 |
| TIRES, 17.5R25 BS VKT * D2A MP | 252-0775 |
| GUARD GP, HITCH | 323-6970 |
| LANGUAGE, ENGLISH | 386-1254 |
| DECALS, ENGLISH (U.S.) | 442-9940 |
| ANTIFREEZE WINDSHIELD WASHER | 0P-1939 |
| LIGHTS, WORKING, PLUS, HALOGEN | 395-1967 |
| TRANSMISSION, AUTOSHIFT | 396-3515 |
| LIGHTS, SERVICE, INTERNAL | 380-3070 |
| CAMERA, REAR VISION | 396-3921 |
| DRAIN, HIGH SPEED, ENGINE OIL | 501-1163 |
| MIRRORS, OUTSIDE MOUNTED | 233-3295 |
| GUARD, TRANSMISSION | 366-2459 |
| PUSH PLATE, COUNTERWEIGHT | 367-6842 |
| TANK, FUEL, STANDARD | 540-2373 |
| COOLANT, 50/50, -35C (-31F) | 469-8157 |
| ROLL ON-ROLL OFF | 0P-2265 |
| CONTROL,AUTO ARTICULATION-DEMO | 483-2354 |
| FUEL ANTIFREEZE, -25C (-13F) | 0P-3978 |
| FAN, STANDARD | 542-4660 |
| LIGHTS, ROADING, HALOGEN | 421-7810 |
| LIGHTS, ARM, FOLD DOWN | 536-9969 |

STANDARD EQUIPMENT

CONSIST NOTE

STANDARD EQUIPMENT: The standard equipment list includes key

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector Air-to-air after cooler (ATAAC) Belt, serpentine, automatic tensioner Brakes, oil disc, four-wheel, hydraulic Demand fan, hydraulic Differential, lock/unlock, Automatic Drain, engine oil, ecology Electronic over-speed protection Engine, C9 with ACERT technology, diesel

ELECTRICAL

Alarm, back-up Alternator, 150 ampere, sealed Batteries, maintenance free, heavy duty, 1125 CCA Breaker panel, ground accessible Electrical hydraulic valves Electrical system, 24 volt

OPERATOR ENVIRONMENT

Air Conditioning with heater Articulation, automatic return to center Centershift pin indicator Display, digital speed and gear Doors, left and right side with wiper Gauge, machine level Gauges (analog) inside the cab (includes fuel, articulation, engine coolant temp, engine RPM, and hydraulic oil temp, DEF/AdBlue) Joystick, adjustable armrests Joystick gear selection, hydraulic power steering hydraulic controls (right/left, blade lift w/ float position, blade sideshift and tip, circle drive, centershift, front wheel lean and articulation and steering)

SAFETY AND SECURITY

components necessary for an operable machine.

with automatic engine derate and idle control. EPA/ARB Tier 4 Final & EU stage IV certified Engine & Aftertreatment Parking brake, multi-disc, sealed and oil cooled. Sediment drain, fuel tank. Tandem drive Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive VHP Plus (Variable Horse Power Plus)

Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets) Lights, reversing Lights, roading, roof-mounted, stop and tail, LED Starter, electric

Lights, night time cab Messenger operator information system Meter, hour, digital Mirror, inside rearview, wide angle Power Port, 12V Radio Ready, Entertainment ROPS cab, sound suppressed - 69dB(A) - ISO 6394 Seat, cloth-covered, comfort suspension Storage area for cooler/lunchbox Throttle control, electronic Windows: laminated glass - Fixed front with intermittent wiper

- Door with intermittent wipers (3)

Windows: Tempered

- Left and right side wipers
- Rear with intermittent wiper

Clutch, circle drive slip Doors, 2 engine compartment, (two left hand, two right hand) locking Doors, 2 service, left and right locking Ground level engine shutdown Hammer (emergency exit)

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10" x 24" multi-piece rims is included

OTHER STANDARD EQUIPMENT

FLUIDS

Antifreeze

Accumulators -brake -dual certified Drawbar,6 shoe w/replaceable wear strips Fluid check, ground level Fuel tank, 105 gallon (398 L) Ground level fueling

Hydraulic lines for base functions

DEF/AdBlue Tank, 5.5 gallon (21 L)

Pump, hydrailic, high capacity

Horn, electric Lockout, hydraulic implement (for roading and servicing) Seat belt, retractable 3" Secondary steering Tandem walkway/guards

in the base machine price and weight.

Extended Life Coolant -35C/-30F

(98cc / 15 cu in) Radiator, cleanout access (both sides with swing doors) SOS ports - engine -hydraulic -transmission -coolant -fuel Tandem walkway/guards Tool box

Debris Guard



DATE: May 8, 2019 QUOTE #:238752-02

JACK COUNTY PCT 1
Gary Oliver

COUNTY COURTHOUSE

Patrick Dunn 817.996.6348

100 N MAIN ST STE 202 JACKSBORO, TEXAS 76458-1746

One (1) New Caterpillar Inc Model: 140 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK037635 SERIAL NUMBER: 0N9400166

Sourcewell Coop Contract 032119 Jack County Member ID 117052

Pricing based on 7 year owner ship customer will sign intent to keep 7 years document

SUB TOTAL
TOTAL PURCHASE PRICE

\$219,943.00 \$219,943.00

WARRANTY

Standard Warranty:

12 Month/Unlimited Hours Total Machine

Extended Warranty:

3 year or 1500 hour power train extended warranty

CSA

1st 500hour PM

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DATE: May 8, 2019QUOTE #:Quote 238752-02

MACHINE SPECIFICATIONS

Page 1

STOCK NUMBER: HLK037635

SERIAL NUMBER: 0N9400166

| DESCRIPTION | REF.# |
|--------------------------------|----------|
| 140 13A MOTOR GRADER | 515-2449 |
| LANE 3 ORDER | 0P-9003 |
| MOLDBOARD, 14' PLUS | 439-9110 |
| RIPPER-SCARIFIER, REAR | 515-4649 |
| WEATHER, STANDARD, TANDEM | 522-6386 |
| LINK BAR, HYDRAULIC | 559-2201 |
| DRAWBAR, STANDARD | 522-6751 |
| NO LOCK OUT, CAB | 437-0690 |
| STARTER, HEAVY DUTY | 515-2231 |
| LIGHTS, BRAKE AND BACKUP | 522-1597 |
| CAB, PLUS | 522-6688 |
| SEAT, MECHANICAL SUSPENSION | 437-0684 |
| MIRRORS, EXTERNAL | 565-2320 |
| PRODUCT LINK, CELLULAR PLE641 | 519-3712 |
| FAN, STANDARD TANDEM | 558-3846 |
| TIRES, 17.5R25 BS VKT * D2A MP | 252-0775 |
| COOLANT (-40C) | 522-6654 |
| PRECLEANER, SY-KLONE | 380-6775 |
| NO GRADE CONTROL TECHNOLOGY | 566-5529 |
| ANTIFREEZE WINDSHIELD WASHER | 0P-1939 |
| FUEL ANTIFREEZE, -25C (-13F) | 0P-3978 |
| LANGUAGE, ENGLISH | 386-1254 |
| DECALS, ENGLISH (US) | 516-2552 |
| ROLL ON-ROLL OFF | 0P-2265 |
| PUSH PLATE, COUNTERWEIGHT | 336-1559 |
| NO ACCUMULATORS, NO ARO | 515-2586 |
| BASE+1 (RIP) | 524-8989 |
| GUARD, TRANSMISSION | 522-2419 |
| LIGHTS, WORK PLUS, HALOGEN | 522-6557 |
| LIGHTS, CAB ROOF, HALOGEN | 501-4739 |
| COVERS, UNDER CAB | 522-2402 |

STANDARD EQUIPMENT

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Electronic over-speed protection
Engine, C9 with ACERT technology, diesel with automatic engine derate and idle control. EPA/ARB tier 4 final & EU

stage IV certified engine & aftertreatment
Parking brake, multi-disc, sealed and oil cooled
Sediment drain, fuel tank
Tandem drive
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horse Power Plus)

ELECTRICAL

Steering wheel

Alarm, back-up Alternator, 150 ampere, sealed Batteries, maintenance free, heavy duty, 1125 CCA

Electrical system, 24 volt y Lights, reversing Starter, electric

Breaker panel

OPERATOR ENVIRONMENT

Air Conditioning with heater Articulation Centershift pin indicator Display, digital speed and gear Load sensing hydraulic controls: -Right/left blade lift -Circle drive -Center shift -Side shift -Blade tip -Front wheel lean Doors, left and right side Gauge, machine level Gauges (analog) inside the cab (includes fuel, articulation, engine coolant temp, engine RPM and hydraulic oil temp, DEF/AdBlue)

Lights, night time cab Messenger Display -Meter -Hour digital Mirror Inside rearview, wide angle Power port, 12V Radio ready, entertainment ROPS cab, 77dB(A) ISO 6394 Storage area for cooler/lunchbox Throttle control, electronic Windows: laminated glass Fixed front with intermittent wiper windows: tempered Left and right side wipers Rear with intermittent wiper Cab Storage

SAFETY AND SECURITY

Clutch, circle drive slip Doors, 2 engine compartment, (two left hand, two right hand) locking Doors, 2 service, left and right locking Ground level engine shutdown Hammer (emergency exit) Horn, electric Seat belt, retractable 3" Secondary steering Tandem walkway/guards

FLUIDS

Antifreeze

Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators -brake -dual certified Drawbar,6 shoe w/replaceable wear strips Fluid check, ground level Fuel tank, 100 gallon (378 L) Ground level fueling DEF/AdBlue Tank, 3.3 gallon (12.5 L) Hydraulic lines for base functions Pump, hydraulic, high capacity (100cc / 6 cu in)
Radiator, cleanout access
(both sides with swing doors)
SOS ports - engine -hydraulic
-transmission -coolant -fuel
Tool box
Debris guard

RECEIVED

INVITATION TO BID (County of Jack)

JUN 24 2000

JACK COUNTY AUDITOR

Bids will be received in the County Auditor's Office of Jack County, Texas until 9:00 a.m., Monday, May 27, 2019, for the purchase of various goods and services for Jack County.

The types of goods and services to be purchased are one or more of the following:

Motor Grader, Model 2018 or newer, Tier 3 or 4 compliant *

* The minimum bid specifications and requirements to bid are contained in the Bid Form on file in the County Auditor's office and at the Jack County Website at http://www.jackcounty.org/agenda/ under the title "FY 17 Motor Grader Bids.".

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. A \$200 performance bond payable to the County shall be required of the bidder.

The bids will be opened at 9:05 a.m. on Monday, May 27, 2019, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business on Monday, May, 27, 2019 at the same location beginning at 10:00 a.m.

Bidders are encouraged to attend to answer questions about their submission.

Detailed specifications may be obtained by contacting:

The County's website is located at: www.jackcounty.org.

Lisa Perry Auditor - Jack County Jack County Courthouse Jacksboro, Texas 76458

Voice: (940) 567-2663 Fax: (940) 567-5978 FILED FOR RECORD

O'CLOCK___M

JUN 24 2019

VANESSA JAMES, County Clerk JACK COUNTY, TEXAS

DEPUTY

Bids should be submitted in a sealed number 10 or smaller envelope with the proper title ("Precinct 1 Motor Grader Bid") on the **outside** of the bid envelope.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids.

All bids must be accompanied by a completed Bid Request Form in order to be considered which may be obtained through the office of the County Auditor.

Lisa Perry Auditor - Jack County TITLE: JACK COUNTY BID REQUEST

PROJECT: Purchase/Sale of Equipment in Commissioner Precinct 1

Date: June 21, 2019

SCOPE: Jack County is now accepting formal proposals for the purchase of one or more of the following: new Motor Grader, Model 2018 or newer, Tier 3 or 4 compliant. Minimum specifications for same are attached.

SPECIFICATIONS: Attached is a bid form to be used in submitting all bids. Supporting materials may be attached but the bid form indicating price per item **must** be properly completed to assure bid consideration.

The bid form is in two sections: an informational section (this section) and a list of the desired equipment and minimum features.

Bidders will be required to deliver with their bid a cost deposit in the amount of \$200.00 by cashier's check to cover costs of republication in the event of his/her failure to perform. Said check will be returned on delivery of the item and returned to unsuccessful bidders after bid opening.

All specifications are given to clarify the type of item requested and should not be deemed to eliminate any specific makes or models.

Vehicle at delivery will have a new inspection sticker, if required, and a minimum of 10 gallons of fuel in the tank.

Bidder shall furnish one (1) shop manuals or CD ROM shall be furnished. Manuals/CD shall include information necessary to diagnose and repair mechanical, electrical systems, and include wiring diagrams. These must be furnished at time of delivery. (THIS REQUIREMENT SHALL NOT DELAY DELIVERY OF THE VEHICLES, BUT PAYMENT CANNOT BE MADE UNTIL ALL REQUIREMENTS ARE MET.)

Bidder must provide a minimum of 4 hours of training regarding maintenance and operation on Jack County's chosen site.

TYPES OF ITEMS SOUGHT: The attached bid form lists the equipment/supplies and quantities desired and minimum specifications. All bids submitted must meet or exceed those specifications listed.

All materials must be of equivalent or better quality as shown in the specifications under "DESCRIPTION OF ITEM."

USE OF BID FORM: Failure to complete the County Bid Form and use the prescribed envelope may disallow a proposal for consideration. Further attachments to your County Bid Form may be made.

STANDARD ANTLER RACK

RECEIVED

JACK COUNTY COMPETITIVE BID PROPOSAL FORM

JUN 24 2019 JACK COUNTY AUDITOR

(Purchase of Motor Grader in Commissioner Precinct 1)

| My bid is on one or more new 2018 or newer Road Grader: |
|---|
| \$ - 224,745.03 |
| Manufacturer of Unit: Sonn Deere - |
| Model No.: 670 G |
| As of 6/21/19- factor, completion will be 8/16/19 My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail. |
| My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs. |
| My bid offer is good for - 90 - days. |
| Name of Bidder: ROD Equipment Co |
| By: |
| Dated: <u>6/21</u> , 2019. |

JOYSTICK/FINGERTIP CONTROLS

JACK COUNTY COMPETITIVE BID JUN 24 2 PROPOSAL FORM

JACK COUNTY AUDITOR

(Purchase of Motor Grader in Commissioner Precinct 1)

My bid is on one or more new 2018 or newer Road Grader:

| \$ - 247,774.03 |
|--|
| Manufacturer of Unit: John Deere - |
| Model No.: 670 GP |
| As of 6/21/19 - Factory completion would be 8/16/19 My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail. My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs. |
| My bid offer is good for - 10 days. |
| Name of Bidder: ROD Equipment Co |
| By: (Authorized Agent) |
| Dated: $\frac{\zeta/2l}{}$, 2019. |

MINIMUM SPECIFICATIONS FOR ONE NEW MOTOR GRADER [Bidder should complete and submit self-assessment tool below with page preceding]

| Comp | liance | Bid specifications for interim Tier 3 or 4 compliant Motor Grader |
|--------|--------|---|
| Oomp | ilance | Z Sogline |
| yes J | no | Engine meets EPA Interim Tier 4 and European Union Stage III B standards |
| yes J | no | The engine shall have Dual safety air cleaner elements, radial seal, dry type |
| yes_J | no | Altitude deration will not occur at altitudes less than 10,000 ft (3048 m). The deration rate above 3048 m (10,000 ft) shall be 1.5% per 305 m (1000 ft). |
| yes | no | Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design and for improved cylinder and piston ring durability. |
| yes_ | no | Fuel system shall be high-pressure, common rail |
| yes | no | Engine bore and stroke shall be 4.66 X 5.35 in. (118 X 136 mm) |
| yes_ | no | Engine shall be a turbo-charged, direct injection, four stroke, 6-cylinder diesel engine with 4 valves per cylinder. |
| yes_√ | no | Engine shall be electronically controlled for more efficient fuel injection and fuel burn. |
| yes_J | no | Engine displacement for standard engine shall be no less than 9.0 liters (548 cu. in.) Engine shall reach no less than SAE net horsepower in the gears 1-8: |
| yes_√ | no | 1st 160hp, 2nd 165hp, 3rd 175hp, 4th 190hp, 5th 190hp, 6th 195hp, 7th 195hp, 8th 195hp |
| yes∫ | no | Standard and Optional peak engine power shall not be achieved at an engine speed greater than 2100 rpm. |
| yes_√ | no | Standard engine will have a minimum torque rise of 68% in all gears |
| yes_J | no | Unit shall have a self-draining muffler with curved stack |
| yes_J | no | Unit shall be equipped with Engine Power Management System for variable horsepower for up to 245 SAE net and shall meet IT4 standards |
| yes_J | no | A jacket water heater shall be available to assist in cold weather starting. |
| yes_ J | no | Machine shall be equipped with electronic over-speed protection to prevent the engine and transmission from over speeding, as a standard feature. |
| yes_√ | no | Electronic Throttle Control (cruise control) shall be available, and shall be controlled by a switch, located on the right-hand console for resuming and decreasing throttle set. |
| yes_ J | no | The Electronic Throttle Control modes, set and accelerate functions, shall be located on the right console for easy access. |
| yes_√ | no | The engine shall have an altitude compensating turbocharger |
| yes_J | no | Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer |
| yes_\ | no | Unit shall be equipped with engine stall prevention (ESP) as standard equipment |

| V00 | l no | A ground aball he arrailed to marke at the country of |
|-------------------|------|--|
| yes_ √ / | no | A guard shall be available to protect the machine's transmission from debris. |
| yes <u>√</u> | no | Coolant levels should be easily checked by sight gauges or overflow tank |
| yes_J | no | Engine coolant shall be Cool Guard™ II Extended Life or equivalent for temperatures -34 F |
| yes_ | no | Air intake shall be pre-screened (3 mm perforations) standard |
| yes_\ | no_ | The charged air cooler shall be heavy duty aluminum 10 fin per inch |
| yes 【 | no_ | The engine shall have an air-to-air after cooling for low engine speed lugging |
| yes J | no | Unit shall have charged air cooler with restriction sensor and in-cab restriction warning light |
| yes_J | no | Engine fan shall automatically adjust fan speed via a variable displacement hydraulic fan pump to meet engine cooling requirements to minimize power demand from the engine, reduce vehicle noise levels, improve fuel economy, and improve vehicle performance. |
| yes <u>√</u> | no | Engine power shall automatically compensate for power draw of the fan system to maintain a constant horsepower available to maintain vehicle performance independe of cooling system power draw. |
| yes√ | no | Engine fan shall be able to automatically reverse and allow the operator to choose the time interval for the reversal to occur through the vehicle monitor. |
| yes_ | no_ | The hydraulic oil cooler shall be 10 fin per inch with vertical, spin-on filter |
| yes_\ | no | The radiator shall constructed of aluminum and have 10 fins per inch spacing |
| yes_1 | no | Unit shall have a coolant recovery tank provided |
| yes_ √ _ | no | Cooling system shall be isolated from the engine compartment |
| yes <u>√</u> | no | Pivot and / or slide out coolers provide access for quick air cleanout of dust and debris |
| _{yes} _J | no | A rear access door shall be provided to provide quick air cleanout of dust and debris to the engine radiator, charge air cooler, transmission cooler, axle cooler, and the hydraulic oil cooler. |
| yes J | no | Access to engine will be open from both sides with hinged engine side shields and full access service doors |
| J | | Engine enclosure and daily service points shall be accessible from ground level, and grouped on the left side of the machine. |
| yes_J | no | Engine compartment doors shall be lockable without the use of external locks. |
| yes/ | no | A guard shall be available to suppress sound from the engine. |
| _{yes} J | no | The unit shall have a 6000 hour coolant interval from factory |
| yes J | no | Vandal protection package shall include locking for cab doors, engine side shields (4), top tank radiator access door, engine coolant surge tank, hydraulic reservoir cap, fuel tank cap and tool box. |

| | 3 | |
|--------|----|---|
| yes_J | no | Optional auto-shift shall be available |
| yes_J | no | Cruise control shall be standard. |
| yes_J | no | Machine shall have no drive shafts that cross over the articulation hitch. |
| yes_J | no | The transmission shall have eight forward and eight reverse speeds with built-in diagnostics |
| yes_J | no | Transmission shall have 5 working gears between 0-10.2 mph (0-16.4 km/h), for dirt applications. |
| yes_J | no | Machine shall be equipped with an electronic inching pedal for improved modulation and machine control. |
| yes_J | no | The transmission system shall have an independent oil reservoir, filtration and cooling system with 31 GPM hydraulic gear pump |
| yes J | no | The shift pattern will be the industry standard U-shape |
| yes_J | no | The transmission shift handle shall have a neutral park brake locking position. It shall include a park start safety switch |
| yes_J | no | Transmission shall be event based shifting (EBS) or use load sensing electronic shift modulation with over speed protection |
| yes_J | no | Transmission shall have clutch overheating protection to prevent clutch failures due to excessive and overuse of the inching pedal. |
| yes_J | no | The transmission shall have rubber isolation mounting to reduce noise and vibration |
| yes_J_ | no | Diameter at the output end of the transmission shaft shall be no less than 2.34 in (59.5 mm) |
| yes_J | no | Transmission shall be equipped with built-in self-diagnostic capability. |
| yesJ | no | Transmission shall be isolated/resilient mounted to reduce sound and vibration. |
| yes_J | no | Transmission shall be a direct drive, power shift, countershaft type. |
| | | Axten/Erakes/Tandeme |
| yes_J | no | The brakes shall be continuously pressurized, filtered, oil cooled |
| yes | no | The brakes shall be internal self-adjusting maintenance free, wet multi-disk, inboard of tandem pivot |
| yes_J | no | The park brake shall have an independent oil reservoir, filtration and cooling system with 8 GPM axle hydraulic gear pump and 10 fins per inch oil cooler |
| yes | no | The parking brake shall be automatic, spring-applied, hydraulic released |
| yes | no | The unit shall have primary and secondary service brakes |
| yes_J | no | Service brakes shall be multi-disc, oil-cooled and completely sealed. |
| yes_\ | no | Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits. |

| yes | no | Service brake disc surfaces shall be grooved and carry oil between discs and plates with brakes fully applied. |
|--------------------|-----|--|
| yes | no | Entire braking system shall meet all requirements of ISO 3450. |
| yes_J | no_ | Service brakes shall provide a minimum of 3,565 in² (23,000 cm²) of total friction material surface area used at each of the four tandem wheels to eliminate braking load on the power train. |
| $_{yes}$ J_{-} | no | Differential Lock/Unlock shall be electro-hydraulically controlled, as a standard feature. |
| yes_∫ | no_ | Differential Lock/Unlock shall be capable of being engaged or disengaged at any time during vehicle operation without incurring damage to the differential and differential loc system. Engagement shall not be restricted or determined by vehicle speed, vehicle shifts, or tandem tractive conditions (tandems slipping). |
| <u> </u> | ļ | Differential Lock/Unlock shall be a multi-disc design. |
| yes_J | no_ | Differential Lock/Unlock can be selected by operator to be automatic for gears 1-4. |
| yes_ | no | Differential Lock/Unlock shall be operator controlled, via toggle switch near the right hand blade controls |
| _{yes} J | no | Unit shall be equipped with system capable of automatically engaging and disengaging diffloc to optimize tractive capability, while at the same time providing the operator with the ability to manually engage diffloc during any vehicle operation |
| yes <u>J</u> | no | Parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, sealed, adjustment-free, and integrated into the transmission. |
| yes_J | no | Parking brake shall be serviceable without removing the transmission. |
| yes_\ | no | Engaged parking brake shall neutralize the transmission. |
| yes_J_ | no_ | Differential housing oil filter shall have 2000 hour service replacement interval. |
| yes | no_ | The axles shall be planetary single reduction final drive |
| yes | no_ | The rear axle shall have clutch style hydraulic differential lock that can be engaged on the go to achieve maximum traction instantly when required |
| yes_1_ | no | The rear-axle shall be a bolt-on modular design offering easy access to differential components, improving serviceability and contamination control. |
| $_{ m yes}$ \int | no | Final drive shall be a planetary design. |
| yes <u>√</u> | no_ | Front axle shall be an arched design for maximum ground clearance. |
| yes J | no | Front axle oscillation shall be no less than 32 degrees total, per side 16 degrees up, 16 degrees down. |
| yes <u>√</u> | no_ | Front wheel steering angle shall be no less than 48.5 degrees left or right. |
| yes | no | Front wheel spindle maintenance intervals shall be no less than 2000 hrs. |
| yes_√ | no_ | Steering tie rod ends shall be heat induction hardened. |
| $_{yes}$ J | no | Front wheel spindle bearings shall be a large diameter taper roller bearing for radial an axial load |

. .

| 1 | | Tandems shall be capable of oscillating 15 degrees front tandem up and 15 degrees front tandem down, with full machine articulation and having no interference between |
|-----------------------------|-----|--|
| yes_ | no | tandem wheel and machine structure. |
| yes | no | Tandem chain pitch shall not be less than 2.0 in (50.8 mm). |
| 100 1 | 110 | Distance between center of tandem wheels shall be no less than 60.8 in (1540 mm). |
| J | | The state of the s |
| yes | no_ | Maximum front wheel lean shall be no less than 20 degrees left or right. |
| | | Hydratilic System |
| yes_J | no | Motor grader shall have an option of up to six auxiliary control valves and control levers integrated into the main control rack and valve stack, 14 possible control levers on main control rack. |
| yesJ | no | Hydraulic pump shall be a variable-displacement, axial-piston, load sense control, pump. |
| yes | no | Left and right blade lifts shall have hydraulic float control. |
| J | | The hydraulic system shall have a 56.0 gpm (212 L/m) main hydraulic axial piston pump and 10 fin per inch oil cooler |
| , and J | | |
| yes_ ∪ | no | Implement pump shall not be mounted under cab floor, minimizing sound and vibration. |
| yes | no | A sight gauge will be provided for checking hydraulic reservoir fluid |
| J | | The hydraulic tank shall have a baffling system to improve reservoir effectiveness to prevent aeration, contaminant settling, and heat dispersion and dissipation. |
| yes_J | no | Hydraulic system shall be fully sealed, using O-ring seals to prevent contamination and spillage. |
| yesJ_ | no | The hydraulic stand-by pressure shall be no less than 1600 psi (11031 kPa). |
| yes | no | Hydraulics system shall be a closed center, load sensing type, with a variable displacement, axial piston-type pump. |
| yes | no | The maximum hydraulic system pressure shall be no less than 2,750 psi (18.961 kPa). |
| yes | no | Implement valves shall be proportional priority pressure compensating for consistent response, when multi-functioning any combination of implement controls and independent of engine speed. |
| yes J | no | Lock valves shall be integrated into the main implement valve to prevent cylinder drift. |
| J | .,- | Hydraulic valves shall not be mounted to the cab floor, to minimize sound and vibration. |
| ves 🗚 | no | All implement hydraulic connections shall have O-ring face seals for leak prevention. |
| 1 | | The hydraulic system shall be pressure-compensated and load-sensing for reduced fuel |
| yes_J | no | consumption. |
| yes | no | Steering capabilities shall be ISO 5010 |
| yes | no | Secondary steering is available |
| | | The city of the ci |
| yes | no | The electrical system shall be 24 volt with 100 amp alternator. |

•

| yes_J_ | no | Machine shall have 1400 CCA extra heavy-duty batteries with 440 minute reserve capacity |
|--------|----|--|
| yes | no | The cab shall have a 10 amp continuous / 15 amp peak capacity (24V to 12 V) converter |
| yes_J | no | Optional electrical corrosion-prevention protection for protection in corrosive environments such as salt handling |
| yes | no | All core machine systems shall be electronically connected optimizing performance and preventing machine damage |
| yes_J | no | LED turn signal, marker and brake lights shall be provided. |
| yes) | no | Unit shall be equipped with driving lights, two high and two low beam halogen headlights with front and rear turn signals, front and rear marker lights, brake lights and hazard warning lights. |
| yes | no | Unit shall have indicator or warning for: high beams, seat belt, turn signals, cruise control, low alternator voltage, engine air filter restriction, engine oil pressure, engine coolant temperature, wait to start (glow plugs), hydraulic filter restriction |
| yes_] | no | Machine shall have back-up lights and sounding alarm as standard when reverse gears are selected. |
| yes_J | no | The monitor shall have multi-language options provided (English, Spanish, French, & Russian) |
| yes} | no | Unit shall be equipped with a single LCD monitor displaying gauges for: DPF cleanliness level, engine coolant temperature, transmission oil temperature, hydraulic o temperature, rear steer articulation angle and fuel level with low level visual warning. The LCD monitor should also be capable of displaying vehicle performance data, diagnostic information, and diagnostic trouble codes. |
| yes J | no | Unit shall have digital readout displayed on a single LCD monitor for: engine rpm, odometer, transmission gear indicator, speedometer, hour meter |
| yes J | no | Starting system shall be a 24V direct electric type. |
| yes_J | no | All light and wiper switches will be solid-state distribution |
| yes_J | no | The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris |
| yesJ | no | The unit shall be provided with ground level master electrical disconnect switch |
| yes | no | The unit shall have an electric key fuel shut-off switch |
| yes_J | no | Electrical system shall have a master disconnect switch with a padlock provision (in addition to the ignition switch), accessible from the ground level. |
| yes_J | no | Cab will be wired for beacon, radio and auxiliary circuit |
| yes J | no | The unit shall have a bypass start safety cover on the starter Operator Station |
| yes_J | no | Steering wheel and control console shall be tiltable |
| yes | no | The ergonomically designed steering wheel will take 5 1/4 turns (lock to lock) if the machine is equipped with manual controls. If the machine is equipped with EH controls, the steering wheel shall take 6 1/4 turns (lock to lock). |

| · | | | |
|---|------------------|----|---|
| • | | | |
| | ı | 1 | |
| | yes | no | Steering wheel shall be required to operate machine. |
| | yes_ | no | Left and right side cab doors are standard |
| | yes_J | no | Cab doors shall have a hold-open clasp with a ground-level release and in addition to, a release in the cab. |
| | yes_J | no | Machine shall provide dual exits allowing for emergency egress should one side become obstructed |
| | yes_J | no | Cab shall have cup holder, personal cooler holder/storage compartment for operator's manual, with a molded floor mat |
| | yes_J | no | Air vents shall be provided for all front and side tinted windows |
| | yes_J | no | Three rearview mirrors shall be provided, one interior and two breakaway exterior mounted |
| | yes J | no | AM/FM/WB Radio including 24V to 12V converter, two speakers, antenna and wiring shall be available. |
| | yes_J | no | AM/FM/WB Radio with CD including 24V to 12V converter, two speakers, antenna and wiring shall be available. |
| | yes_J | no | A rear sun shade shall be available. |
| | yes_√ | no | The motor grader shall be equipped with low ROPS/FOPS air conditioned cab, isolation frame mounted for noise and vibration reduction |
| | yes_J | no | An enclosed cab with ROPS (Rollover Protective Structure) shall be provided. |
| | yes_√ | no | FOPS (Falling Object Protective Structure) shall be provided. |
| | yes [√] | no | Seat shall be a cloth-covered air suspension seat with, 3-inch (76 mm) retractable seat belts, with adjustments for fore-aft position, seat height, seat back angle, thigh support, and lumbar support. |
| | yes_J | no | A machine security system shall be available to electronically code keys selected by the user to limit usage by individuals or by time parameters. |
| | yes_√ | no | Access to the cab shall be three anti-skid steps |
| | yes_J | no | Machine shall provide 3 points of contact on all areas of the machine, for mounting and dismounting. |
| | yes_√ | no | Left and right side tandem case assemblies shall be covered with punched steel plate to provide an adequate platform for standing and walking. |
| | yes_\ | no | Cab shall have angled floor design allowing direct visibility to moldboard. |
| | yes | no | The front glass shall be continuous and unobstructed glass from roofline to floor for visibility of the blade, heel and toe, back of the cutting edge and front tires. If choosing lower opening windows, the configuration changes slightly. |
| | yes_J | no | The Laminated upper front tinted window shall come with a sun shade band |
| | yes | no | The unit will come with a rear window electric defroster |
| | yes_√ | no | Machine shall have laminated glass for the front upper window to protect the operator from shattered glass. |

| yes_J | no | Optional decelerator pedal shall be available |
|------------------|----|---|
| yes | no | The upper front and rear windshield washers with intermittent wipers shall be standard |
| yes_J | no | An Operating Manual shall be provided by Seller on delivery of unit |
| yes_J_ | no | A Service Manual shall be provided by Seller on delivery of unit |
| , | | General Specifications |
| yes | no | Machine Wheel Base (distance from front axle to mid tandem) shall not be less than 242.6 in (6,160 mm). |
| yes_J | no | Machine shall be designed and built by the manufacturer. |
| _{yes} J | no | Transmission shall be designed and built by the machine manufacturer. |
| yes_√ | no | The fuel tank capacity shall be no less than 110 gallons (416 L) |
| yes_J | no | Machine height to top of the cab shall not exceed 125 in (3,180 mm). |
| yes | no | Turning radius will be no greater than 284 in (7,214 mm) |
| _{yes} J | no | Max saleable weight of the machine shall not be more than 46,800 lbs (21 228 kg). Weight shall be the heaviest possible combination of compatible attachments, also including lubricants, full fuel tank and operator of 200 lbs (91 kg). |
| yes , | no | Base Machine Weight shall not be less than 35,220 lbs (15,976 kg). Weight shall include: standard machine configuration, lubricants, coolants, full fuel tank and operator of 175 lbs (80 kg). |
| yes ✓ | no | Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer |
| | | Frames and Structures |
| yes J | no | The angle of articulation shall be no less than 22 degrees. |
| yes J | no | The articulation joint shall have mechanical locking device to prevent frame articulation while servicing or transporting machine. |
| yes_J | no | The rear frame shall have two box section channels with an integrated bumper. |
| yes J | no | The frame shall be ready for snow wing attachment |
| yes J | no | The motor grader main frame shall be designed with .89" (23mm) top and bottom plates and .63" (16mm) side plates |
| yes J | no | Unit will be provided with seven-position pin-locking saddle |
| | | Clicke and Mold Board |
| yes | no | Shall have 14' long, 24" high by 7/8" thick moldboard available with 5/8" hardware available |
| yes | no | The mold board shall be pre-stressed during manufacturing for superior strength and durability |
| 1 | | The mold board will have quick change circle wear and side shift wear inserts, capable |

| yes_√ | no | Moldboard shall have a bank slope angle capability of at least 90 degrees to both sides |
|---------------------------|-----|--|
| yes. ∫ | no | Slide rails shall be hardened, continuously welded, and have replaceable bronze-alloy wear inserts top and bottom. |
| yes_/ | no | Moldboard slide rails shall be constructed of a heat-treated, high carbon steel. |
| yes | no | Moldboard shall have a hydraulic tip control through a range of 42 degrees fore and 5 degrees aft. |
| yes_ <u>/</u> | no | Throat clearance with standard moldboard shall be at least 4.8 in (123 mm) |
| yes | no | The motor grader shall have five permanent and usable tie downs for transport |
| yes | no_ | Drawbar wear strips shall be replaceable drop-in inserts, made from nylon composite material. |
| yes | no_ | Circle and drawbar vertical adjustment points shall be accessible from the bottom of the drawbar, for ease of maintenance. |
| yes_ | no | Circle radial wear insert shall be replaced without removing the circle support castings for quick easy maintenance. |
| yes J | no | Moldboard wear strips shall be adjusted with lock screws, providing shim-less adjustment capability both vertical & horizontal. |
| | | Serviceability |
| _{yes} / | no | Daily check points shall be accessible from the left side of the engine and shall be don from ground level |
| yes J | no | The dip stick for checking transmission fluid shall be at ground-level |
| yes | no | Engine shall have environmentally friendly fuel drain valves |
| yes_J_ | no | Environmental drain provisions will be provided for the hydraulic oil, engine oil, engine coolant, transmission, differential and fuel tank. |
| yes | no | High-speed oil drain system shall be available with ground level quick connect access. |
| yes <u>√</u> | no | Fuel fast fill shall be ground level accessible, and capable of fill rates of up to 150 gallons/minute (xxx liters / min) |
| yes | no | Standard hydraulic tank capacity shall not be more than 16 gallons (60.6 L). |
| $_{ m yes}$ \mathcal{J} | no | Standard fuel tank capacity shall not be less than 110 gallons (416 L). |
| $_{yes}$ \mathcal{J} | no | Standard cooling system capacity shall not be less than 11.6 gallons (43.9 L). |
| yes_ <u>J</u> | no_ | Standard engine oil capacity shall not be less than 6.3 gallons (23.8 L). |
| yes | no | Standard tandem housing capacity shall not be less than 19.5 gallons (73.8 L) each. |
| 1 | no | Standard circle drive housing capacity shall not be less than 1.5 gallons (5.7 L) |
| yes | | |
| yes_ √ yes_ √ | no_ | Standard front wheel AWD gear box shall not be less than 2 gallons (7.2 L). |

| | 1 | 1 |
|------------------|----|--|
| ves J | no | Engine primary and final fuel filters shall have 500-hour service replacement interval. |
| 1 | | Engine shall have primary fuel filter with fuel water separator and electronic sensor: |
| yes | no | quick release dual stage filter and primer pump |
| ves J | no | Hydraulic, transmission, and differential filters shall be banked and easily assessable through the engine compartment doors. |
| 1 | 10 | anough the origine compartment doors. |
| yes_J | no | Hydraulic filter shall have a service interval of 2000 hours |
| yes | no | Hydraulic oil change service interval shall be no less than 4000 hours |
| yes_J | no | Transmission filter restriction indicator shall be displayed in the cab |
| yes_J_ | no | Transmission oil filter service replacement interval shall be 2000 hours |
| yes_J | no | The centralized lube bank shall be at the articulation joint to give access to difficult to reach zerks |
| yes | no | Sampling ports shall be accessible from the tandem level and provide access to the engine, hydraulic, coolant, and fuel ports. |
| yes_ | no | A two-way communication tool shall give service technicians easy access to stored diagnostic data and allow configuration of machine parameters. |
| _{yes} J | no | Unit shall be equipped with OEM provided wireless communication system capable of monitoring and communicating machine location, fuel burn, as well as multiple other vehicle performance data. In addition, the system shall be capable of updating system control software wirelessly. |
| yes_ | no | Engine shall allow for at least 500 hours of operation between oil changes. |
| yes J | no | An Operating Manual shall be provided by Seller on delivery of unit |
| yes | no | A Service Manual shall be provided by Seller on delivery of unit |
| | | Tipo / Rims |
| yes <u>√</u> | no | Tires mounted on a 9 in (22.86 cm) by 24 in (61 cm) single-piece tire rim to provide mounting for 14x24 pr 14R24 tires |
| yes_J | no | A 10 in (25.4 cm) by 24 in (60.96 cm) size multi-piece tire rim shall be available to provide mounting for 14.00-24 and 14.00R24 conventional tires. |
| yes_√ | no | A 14 in (35.6 cm) by 25 in (63.5 cm) size multi-piece tire rim shall be available to provide mounting for 17.5R25 tires. |
| 1 | | Salety |
| yes | no | Standard grey glare-reducing paint shall be used on the front frame and engine enclosure to decrease glare from other equipment lights and reflection from the sun and snow. |
| yes_ | no | Engine shall be rubber isolation mounted to reduce noise and vibration |
| yes_√ | no | The unit shall have a fan finger guard |
| 1 | | |
| yes * | no | A toolbox shall be provided. Optional Equipment |
| 1 | | |
| yes | no | Blade lift accumulators shall be available, to reduce vertical impact damage. |

| yes_J | no | Blade lift accumulators shall be available, to reduce vertical impact damage. |
|---------------|----|--|
| yes_J | no | Rear vision camera with integrated display and wiring shall be available. |
| yes_√ | no | A front lift group shall be available |
| yes | no | A front scarifier and mid-mount scarifier shall be available. |
| yes <u></u> ↓ | no | Rear fenders shall meet ISO-3457 requirements and shall not interfere with the ability to fully open any cab or engine enclosure, or service access doors. |
| yes_\ | no | A rear hitch 120 lb (54 kg) or rear counterweight 1,603 lb (727.1 kg) with integral hitch are available |
| yes | no | Rear ripper shall have five ripper shank holders and 9 scarifier shank holders. |
| yes | no | Rear ripper shall have a working penetration of maximum 16.8 in (426 mm) and a minimum penetration force of 20,700 lb (9397 kg) at typically equipped operating weight |
| yes_√ | no | Front ripper. If notincluded cost of same: \$ |
| yes_J | no | Spare wheel & tire. If not included, cost of same: \$ 3,906.00 |
| yes | no | Bias tires. If not included, cost of same per tire: \$ 3, 765.00 |





RDO Equipment Co. 5301 Mark IV Parkway Fort Worth TX , 76131 Phone: (817) 232-8094 - Fax: (817) 847-0398

094 - Fax: (817) 847-0398 **Purchase Order Date:**

Purchase Order #:
Purchaser Account #:
Customer Sales Tax Exempt #:

Customer Purchaser Type: Customer Market Use: Location of First Working Use: Dealer Account Number: Sales Professional: Phone: Fax:

Email:

RECEIVED

JUN 24 2019

JACK COUNTY AUDITOR 19

2938005 None

Governmental - County Road Building - Highways & Sts. Const. JACKSBORO, TX, 764583126

177417 Matt Moran (817) 566-1575 (817) 566-1577 MMoran@rdoequipment.com

Equipment information

Bill To:

JACK () (817) 567-5318

Ship To:

(817) 567-5318

JACK COUNTY PCT 1 1482 FM 3344

JACKSBORO, TX, 764583126

JACK COUNTY - PREC. #1

1482 FM 3344 JACKSBORO, TX, 764583126

| Quantity | Serial Number Stock Number | Hours (approx.) | Status / Year / Make / Model Additional Items | Cash Price |
|----------|-------------------------------|--------------------|--|--------------|
| 1 | TBD TBD | 0 | New 2018 JOHN DEERE 670G | \$244,293.03 |
| | | | Inside Parts Service Manual | \$0.00 |
| | | | Inside Parts Stingers & Bits - Est. #020711 | \$0.00 |
| | | | PM Essential Final Tier 4 - 0 - 1500 Hours | \$5,132.55 |
| | | | PM Discount PM Discount | (\$5,132.55) |
| | | | Warranty -John Deere Comprehensive-60 Months, 2500 Hours, Deductible: 0, Exp Date: 5/20/2024 | \$3,481.00 |

Equipment Subtotal: \$247,774.03

Purchase Order Totals

JOYSTICK/FINGERTIP CONTROLS

 Balance:
 \$247,774.03

 Tax Rate 3: (TXEG 0%)
 \$0.00

 Sales Tax Total:
 \$0.00

 Sub Total:
 \$247,774.03

 Cash with Order:
 \$0.00

 Balance Due:
 \$247,774.03

Legal Information

For the Construction Product(s)

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 Product(s), 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 shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) 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. I (we) hereby grant a security interest to RDO Equipment in the Product.

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 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/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.

TERMS & CONDITIONS VERIFICATION STATEMENT Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry CompanySubscriptions & Data Services Dealer Agreement and/ or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product 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 Product 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 Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

| | | and the first section of the section |
|--|---------------|--|
| Irchase Order Accepted By: | | |
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| (Customer's Signature) | (| Date Accepted) |
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| | | |
| | | |
| (Authorized Signature of Dealer) | (| Date Accepted) |
| | | |
| elivery of Equipment Acknowledgement: | | |
| | | |
| | | |
| | / | // |
| (Customer's Signature) | | Date Accepted |
| andard Warranty Acknowledgement: | | |
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| (Delivered On) (Warranty Begins) | _ | |
| dended Missensk CH Consulter Andrews to describe | | |
| tended Warranty Oil Sampling Acknowledgement: | | |
| | | |
| | | |
| (Customer's Intials) ((deal owner's title)'s Initials) | | |

D1197521 Page 2 of 7

Equipment Options Serial Number Year / Make / Model Description TBD 2018 JOHN DEERE 670G 8440T 670G MOTOR GRADER 1140 9.0L ENG.EPA FINAL TIER IV 1240 ALTERNATOR 200 AMP 1320 NO QUICK SERVICE 1410 STANDARD FUEL LINES 1610 HYDRAULIC PUMP DISCONNECT 170C JDLINK ULT 5 YEAR SERVICE 1830 BLACK EXHAUST STACK 1920 NO BLADE IMPACT ABSORPTION 2050 14'X24"X7/8" MB (6"CEX5/8") 2575 NOT TOPCON READY 2605 ENGLISH LABELS & DECALS 2775 NO TOPCON RADIO INSTALLATION 2820 SNGL INPUT W/ SLIP CLUTCH 5520 NO AUTOSHIFT TRANSMISSION 5710 TRANS VALVE SOLENOID GUARD 5815 HYDRAU-GREASE, OIL, FUEL, COOLN 6030 NO CAB PRECLEANER 6120 DELUXE CLOTH SEAT/AIR SUSPEN 6710 FRONT PUSH BLOCK 6830 REAR HITCH AND PIN 7130 STD LIGHT PKG W/LED COLORED 7820 NO FRONT FENDERS 8120 CONVERTER, 25 AMP 24V TO 12V 8210 MIRROR, CONVEX EXTERIOR 8310 LOWER FRONT INT WIPER/WASHER 8410 RADIO AM/FM/WB 8510 A/C - CHARGE 8730 NO SOUND ABSORPTION PKG 8810 REAR CAMERA 9210 PEDAL DECELERATOR 9220 FIRE EXTINGUISHER 9275 LICENSE PLATE BRKT & LIGHT 9280 SMV SIGN WITH BRACKET 9298 BEACON STROBE RIGHT 9299 BEACON STROBE LEFT 9360 HEATER ENG COOLANT

> 9630 SECONDARY STEERING 9717 G2/L2 1* NBP 1PC RIM

6650 EH PLACE HOLDER

1020 ELECTRO HYDRAULIC CONTROLS 5060 EH LOW CAB W/ WINDOWS 6555 EH CONTROL VALVE W/ 1 AUX 6810 REAR RIPPER/SCARIFIER COMBO 4924 17.5R25 G2/L2 1*NBP 3PC RIM

D1197521 Page 3 of 7

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

- Construction, Forestry & Commercial Worksite Products*: 12 months Full Machine Standard Warranty
- *Commercial Worksite Products Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- C&E Series Pull-Type Scrapers: 6 months Full Machine Standard Warranty
- DC & DE Series Pull-Type Scrapers: 12 months of 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.

STRUCTURALL 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. <u>Standard Warranty</u> 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.

D1197521 US/CAN DEERE Warranty Statement

Ver.8.0

Effective 01 June 2018

Page 4 of 7 RDOE060114

- 2. <u>Factory-Installed Undercarriage Warranty</u> covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). 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. In addition to the items listed in section E below, Factory-Installed 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. <u>StructurALL Warranty</u> 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 date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). 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. **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-Frame*; Circle Frame; Coupler (John Deere built 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 bell 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 frame; Cabin swing frame; 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, scarifying 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 root 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. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
- 6. Motor Graders equipped with front- or rear-mounted snowwings.

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 oils/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, such as, 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, delimbing 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 of 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.lohnDeere.com/MachineDataPolicy.

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 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, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.





RDO Equipment Co. 5301 Mark IV Parkway Fort Worth TX , 76131

Phone: (817) 232-8094 - Fax: (817) 847-0398

BN To: JACK COUNTY PCT 1 1482 FM 3344 JACKSBORO, TX, 764583126 JACK () (817) 567-5318

Ship To:JACK COUNTY - PREC. #1
1482 FM 3344
JACKSBORO, TX, 764583126
(817) 567-5318

Purchase Order Date:
Purchase Order #:
Purchaser Account #:
Customer Sales Tax Exempt #:

Customer Purchaser Type:

Dealer Account Number:

Sales Professional:

Phone:

Fax: Email:

Customer Market Use: Location of First Working Use: Governmental - County Road Building - Highways & Sts. Const. JACKSBORO, TX, 764583126 177417

Matt Moran (817) 566-1575 (817) 566-1577 MMoran@rdoequipment.com

6/21/2019

1197504

2938005 None

| Equipment Information | | |
|-----------------------|--|--|

| Quantity | Serial Number Stock Number | Hours (approx.) | Status / Year / Make / Model Additional Items | Cash Price |
|----------|-------------------------------|--------------------|--|--------------|
| 1 | TBD TBD | 0 | New 2018 JOHN DEERE 670G | \$221,264.03 |
| | | | Inside Parts Service Manual | \$0.00 |
| | | | Inside Parts Stingers & Bits - Est. # 020711 | \$0.00 |
| | | | PM Essential Final Tier 4 - 0 - 1500 Hours | \$5,132.55 |
| | | | PM Discount PM Discount | (\$5,132.55) |
| | | | Warranty -John Deere Comprehensive-60 Months, 2500 Hours, Deductible: 0, Exp Date: 5/20/2024 | \$3,481.00 |

Equipment Subtotal: \$224,745.03

Purchase Order Totals

D1197504

STANDARD ANTLER RACK

 Balance:
 \$224,745.03

 Tax Rate 3: (TXEG 0%)
 \$0.00

 Sales Tax Total:
 \$0.00

 Sub Total:
 \$224,745.03

 Cash with Order:
 \$0.00

 Balance Due:
 \$224,745.03

Page 1 of 7

Legal Information

For the Construction Product(s)

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 Product(s), 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 shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) 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. I (we) hereby grant a security interest to RDO Equipment in the Product.

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 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 we 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.

TERMS & CONDITIONS VERIFICATION STATEMENT Use of John Deere Data Services("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser(or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry CompanySubscriptions &Data Services Dealer Agreement and/ or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services. ms and conditions if Purchaser

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product 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 Product 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 Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

| SjudinoAca | | |
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| Purchase Order Accepted By: | | |
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| | | |
| (Customer's Signature) | (Date Accepted) | |
| ,, | , | |
| | | |
| | | |
| | | |
| (Authorized Signature of Dealer) | (Date Accepted) | |
| · · · · · · · · · · · · · · · · · · · | (Sale Accepted) | |
| Delivery of Equipment Acknowledgement: | | |
| | | |
| | // | |
| (Customer's Signature) | Date Accepted | |
| Standard Warranty Acknowledgement: | | |
| | | |
| | | |
| (Delivered On) (Warranty Begins) | | |
| Extended Warranty Oil Sampling Acknowledgement: | | |
| | | |
| | | |
| (Customer's Intials) ({deal owner's title}'s Initials) | | |

D1197504 Page 2 of 7 **Equipment Options** Serial Number Qty Year / Make / Model Description 2018 JOHN DEERE 670G 8440T 670G MOTOR GRADER 1010 STANDARD HYDRAULIC CONTROLS 1140 9.0L ENG, EPA FINAL TIER IV 1240 ALTERNATOR 200 AMP 1320 NO QUICK SERVICE 1410 STANDARD FUEL LINES 1610 HYDRAULIC PUMP DISCONNECT 170C JDLINK ULT 5 YEAR SERVICE 1830 BLACK EXHAUST STACK 1920 NO BLADE IMPACT ABSORPTION 2050 14'X24"X7/8" MB (6"CEX5/8") 2575 NOT TOPCON READY 2605 ENGLISH LABELS & DECALS

2775 NO TOPCON RADIO INSTALLATION 2820 SNGL INPUT W/ SLIP CLUTCH 5035 LOW CAB W/ LAMINATED GLASS 5520 NO AUTOSHIFT TRANSMISSION 5710 TRANS VALVE SOLENOID GUARD 5815 HYDRAU-GREASE,OIL,FUEL,COOLN

6120 DELUXE CLOTH SEAT/AIR SUSPEN

7130 STD LIGHT PKG W/LED COLORED

8120 CONVERTER, 25 AMP 24V TO 12V 8210 MIRROR, CONVEX EXTERIOR 8310 LOWER FRONT INT WIPERWASHER

8730 NO SOUND ABSORPTION PKG

9275 LICENSE PLATE BRKT & LIGHT
9280 SMV SIGN WITH BRACKET
9298 BEACON STROBE RIGHT
9299 BEACON STROBE LEFT
9360 HEATER ENG COOLANT
9630 SECONDARY STEERING
9717 G2/L2 1* NBP 1PC RIM
6510 RH 4 FUNC CONTROL VALVE
6620 LH 5 FUNC CONTROL VALVE
6810 REAR RIPPER/SCARIFIER COMBO
4924 17.5R25 G2/L2 1*NBP 3PC RIM

6030 NO CAB PRECLEANER

6710 FRONT PUSH BLOCK 6830 REAR HITCH AND PIN

7820 NO FRONT FENDERS

8410 RADIO AM/FM/WB 8510 A/C - CHARGE

8810 REAR CAMERA 9210 PEDAL DECELERATOR 9220 FIRE EXTINGUISHER

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

- Construction, Forestry & Commercial Worksite Products*: 12 months Full Machine Standard Warranty
- *Commercial Worksite Products Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- C&E Series Pull-Type Scrapers: 6 months Full Machine Standard Warranty
- DC & DE Series Pull-Type Scrapers: 12 months of 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.

STRUCTURALL 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. <u>Standard Warranty</u> 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.

D1197504OS/CAN DEERE Warranty Statement

Ver.8.0

Effective 01 June 2018

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RDOE060114

- 2. <u>Factory-Installed Undercarriage Warranty</u> covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). 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. In addition to the items listed in section E below, Factory-Installed 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 date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). 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. 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-Frame*; Circle Frame; Coupler (John Deere built 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 bell 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 frame; Cabin swing frame; 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, scarifying 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 root 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. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
- 6. Motor Graders equipped with front- or rear-mounted snowwings.

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 oils/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, such as, 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, delimbing 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 of 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.

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 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, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** 1 Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2019-508182 **RDO Equipment Co** Fort Worth, TX United States Date Filed: 06/21/2019 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Jack County, Texas Date Acknowledged: Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Motor Grader Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO Interested Party. Х **6 UNSWORN DECLARATION** My name is Matthew Moran _, and my date of birth is

I declare under penalty of perjury that the foregoing is true and correct. County, State of $\frac{12\times0.5}{}$, on the $\frac{21}{}$ day of $\frac{1}{}$ Sure . 20 19 TAMMAT Executed in JAMIE GRAHAM Notary Public State of Texas My Commission# 130851381 My Comm. Exp. Oct. 05, 2020

Fort

WOITH

(city)

TX

(state)

Signature of authorized agent of contracting business entity (Declarant)

76179

(zip code)

Grahen Forms provided by Texas Ethics Commission

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MOIL

(street)

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PKWY

My address is 5301

www.ethics.state.tx.us

Version V1.1.39f8039c

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JOHN DEERE

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JACK COUNTY AUDITOR

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PRECINCT 1
MOTOR GRADER BID

JUN 24 2019

TITLE: JACK COUNTY BID REQUEST

JACK COUNTY AUDITOR

PROJECT: Purchase/Sale of Equipment in Commissioner Precinct 1

Date: June 20, 2019

SCOPE: Jack County is now accepting formal proposals for the purchase of one or of the following: new Motor Grader, Model 2018 or newer, Tier 3 or 4 compliant.

Minimum specifications for same are attached.

SPECIFICATIONS: Attached is a bid form to be used in submitting all bids.

Supporting materials may be attached but the bid form indicating price per item must be properly completed to assure bid consideration.

The bid form is in two sections: an informational section (this section) and a list of the desired equipment and minimum features.

Bidders will be required to deliver with their bid a cost deposit in the amount of \$200.00 by cashier's check to cover costs of republication in the event of his/her failure to perform. Said check will be returned on delivery of the item and returned to unsuccessful bidders after bid opening.

All specifications are given to clarify the type of item requested and should not be deemed to eliminate any specific makes or models.

Vehicle at delivery will have a new inspection sticker, if required, and a minimum of 10 gallons of fuel in the tank.

Bidder shall furnish one (1) shop manuals or CD ROM shall be furnished. Manuals/CD shall include information necessary to diagnose and repair mechanical, electrical systems, and include wiring diagrams. These must be furnished at time of delivery. (THIS REQUIREMENT SHALL NOT DELAY DELIVERY OF THE VEHICLES, BUT PAYMENT CANNOT BE MADE UNTIL ALL REQUIREMENTS ARE MET.)

Bidder must provide a minimum of 4 hours of training regarding maintenance and operation on Jack County's chosen site.

TYPES OF ITEMS SOUGHT: The attached bid form lists the equipment/supplies and quantities desired and minimum specifications. All bids submitted must meet or exceed those specifications listed.

All materials must be of equivalent or better quality as shown in the specifications under "DESCRIPTION OF ITEM."

USE OF BID FORM: Failure to complete the County Bid Form and use the prescribed envelope may disallow a proposal for consideration. Further attachments to your County Bid Form may be made.

MINIMUM SPECIFICATIONS FOR ONE NEW MOTOR GRADER

[Bidder should complete and submit self-assessment tool below with page preceding]

| 0 | Bid specifications for interim Tier 3 or 4 compliant Motor Grader Compliance | | | | |
|--------|--|--|--|--|--|
| Comp | liance | A CANONIC CONTRACTOR OF THE Engineers of the Canonic Contractor of the | | | |
| yes_ | no | Engine meets EPA Interim Tier 4 and European Union Stage III B standards | | | |
| yes_V | no | The engine shall have Dual safety air cleaner elements, radial seal, dry type | | | |
| yes_ | no | Altitude deration will not occur at altitudes less than 10,000 ft (3048 m). The deration rate above 3048 m (10,000 ft) shall be 1.5% per 305 m (1000 ft). | | | |
| yes_ | no | Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design and for improved cylinder and piston ring durability. | | | |
| yes_ 🗸 | no | Fuel system shall be high-pressure, common rail | | | |
| yes | no | Engine bore and stroke shall be 4.66 X 5.35 in. (118 X 136 mm) | | | |
| yes_ | no | Engine shall be a turbo-charged, direct injection, four stroke, 6-cylinder diesel engine with 4 valves per cylinder. | | | |
| yes_ | no | Engine shall be electronically controlled for more efficient fuel injection and fuel burn. | | | |
| yes | no | Engine displacement for standard engine shall be no less than 9.0 liters (548 cu. in.) Engine shall reach no less than SAE net horsepower in the gears 1-8: 1st 160hp, 2nd 165hp, 3rd 175hp, 4th 190hp, 5th 190hp, 6th 195hp, 7th 195hp, 8th 195hp | | | |
| yes_ 🗸 | no | Standard and Optional peak engine power shall not be achieved at an engine speed greater than 2100 rpm. | | | |
| yes | no | Standard engine will have a minimum torque rise of 68% in all gears | | | |
| yes_i | no | Unit shall have a self-draining muffler with curved stack | | | |
| yes | no | Unit shall be equipped with Engine Power Management System for variable horsepower for up to 245 SAE net and shall meet IT4 standards | | | |
| yes_ | no | A jacket water heater shall be available to assist in cold weather starting. | | | |
| yes_ 🗸 | no | Machine shall be equipped with electronic over-speed protection to prevent the engine and transmission from over speeding, as a standard feature. | | | |
| yes_ レ | no | Electronic Throttle Control (cruise control) shall be available, and shall be controlled by a switch, located on the right-hand console for resuming and decreasing throttle set. | | | |
| yes_ | no | The Electronic Throttle Control modes, set and accelerate functions, shall be located on the right console for easy access. | | | |
| yes | no | The engine shall have an altitude compensating turbocharger | | | |
| yes_ | no | Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer | | | |
| yes_/ | no | Unit shall be equipped with engine stall prevention (ESP) as standard equipment | | | |

Bore 4.21 Stroke 4.88

6.69 L

| | of taken and the second of the |
|------------|--|
| yesno_ | A guard shall be available to protect the machine's transmission from debris. |
| yesno_ | Coolant levels should be easily checked by sight gauges or overflow tank |
| yes no | Engine coolant shall be Cool Guard™ II Extended Life or equivalent for temperatures to -34 F |
| yesno_ | Air intake shall be pre-screened (3 mm perforations) standard |
| | |
| yes_/ no_ | The charged air cooler shall be heavy duty aluminum 10 fin per inch |
| yes no_ | The engine shall have an air-to-air after cooling for low engine speed lugging |
| yes no_ | Unit shall have charged air cooler with restriction sensor and in-cab restriction warning light |
| yes no_ | Engine fan shall automatically adjust fan speed via a variable displacement hydraulic fan pump to meet engine cooling requirements to minimize power demand from the engine, reduce vehicle noise levels, improve fuel economy, and improve vehicle performance. |
| yes no_ | Engine power shall automatically compensate for power draw of the fan system to maintain a constant horsepower available to maintain vehicle performance independent of cooling system power draw. |
| yes 🗸 no | Engine fan shall be able to automatically reverse and allow the operator to choose the time interval for the reversal to occur through the vehicle monitor. |
| yes_ no_ | The hydraulic oil cooler shall be 10 fin per inch with vertical, spin-on filter |
| yes_i no_ | The radiator shall constructed of aluminum and have 10 fins per inch spacing |
| yes_/ no_ | Unit shall have a coolant recovery tank provided |
| yes_ no_ | Cooling system shall be isolated from the engine compartment |
| yesno_ | Pivot and / or slide out coolers provide access for quick air cleanout of dust and debris |
| yes / no_ | A rear access door shall be provided to provide quick air cleanout of dust and debris for the engine radiator, charge air cooler, transmission cooler, axle cooler, and the hydraulic oil cooler. |
| yes i no | Access to engine will be open from both sides with hinged engine side shields and full access service doors |
| | Engine enclosure and daily service points shall be accessible from ground level, and grouped on the left side of the machine. |
| yes_i/ no_ | Engine compartment doors shall be lockable without the use of external locks. |
| yes no_ | A guard shall be available to suppress sound from the engine. |
| yes_ no_ | The unit shall have a 6000 hour coolant interval from factory |
| yes_i/ no_ | Vandal protection package shall include locking for cab doors, engine side shields (4), top tank radiator access door, engine coolant surge tank, hydraulic reservoir cap, fuel tank cap and tool box. |

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|--------------|--------------|---|
| yes_ 🗸 | no | Optional auto-shift shall be available |
| yes_ | no | Cruise control shall be standard. Electronic throthe control |
| yes_ | no | Machine shall have no drive shafts that cross over the articulation hitch. |
| yes_ | no | The transmission shall have eight forward and eight reverse speeds with built-in diagnostics |
| yes_ | no | Transmission shall have 5 working gears between 0-10.2 mph (0-16.4 km/h), for dirt applications. |
| yes_ | no | Machine shall be equipped with an electronic inching pedal for improved modulation and machine control. |
| yes_ | no | The transmission system shall have an independent oil reservoir, filtration and cooling system with 31 GPM hydraulic gear pump |
| yes 🗸 | no | The shift pattern will be the industry standard U-shape |
| yes | no | The transmission shift handle shall have a neutral park brake locking position. It shall include a park start safety switch |
| yes_/ | 110 | Transmission shall be event based shifting (EBS) or use load sensing electronic shift |
| yes_ | no | modulation with over speed protection |
| yes_ | no | Transmission shall have clutch overheating protection to prevent clutch failures due to excessive and overuse of the inching pedal. |
| yes 🗸 | no | The transmission shall have rubber isolation mounting to reduce noise and vibration |
| | | Diameter at the output end of the transmission shaft shall be no less than 2.34 in (59.5 |
| yes_/ | no | mm) |
| yes_ | no | Transmission shall be equipped with built-in self-diagnostic capability. |
| yes_/ | no | Transmission shall be isolated/resilient mounted to reduce sound and vibration. |
| yes_ | no | Transmission shall be a direct drive, power shift, countershaft type. |
| | | A CONTROL CONTROL OF THE CONTROL OF |
| yes_ | no | The brakes shall be continuously pressurized, filtered, oil cooled |
| yes_/ | no | The brakes shall be internal self-adjusting maintenance free, wet multi-disk, inboard of tandem pivot |
| yes_ | no | The park brake shall have an independent oil reservoir, filtration and cooling system with 8 GPM axle hydraulic gear pump and 10 fins per inch oil cooler |
| yes_ | no | The parking brake shall be automatic, spring-applied, hydraulic released |
| yes <u>/</u> | no | The unit shall have primary and secondary service brakes |
| yes.:/ | no | Service brakes shall be multi-disc, oil-cooled and completely sealed. |
| yes_ | no | Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits. |

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| yes_✓ | no | Service brake disc surfaces shall be grooved and carry oil between discs and plates with brakes fully applied. |
|---------------------------------------|-----|---|
| yes 🗸 | no | Entire braking system shall meet all requirements of ISO 3450. |
| | | Service brakes shall provide a minimum of 3,565 in² (23,000 cm²) of total friction material surface area used at each of the four tandem wheels to eliminate braking load |
| yes | no | on the power train. |
| yes_/ | no | Differential Lock/Unlock shall be electro-hydraulically controlled, as a standard feature. |
| yes | no | Differential Lock/Unlock shall be capable of being engaged or disengaged at any time during vehicle operation without incurring damage to the differential and differential lock system. Engagement shall not be restricted or determined by vehicle speed, vehicle shifts, or tandem tractive conditions (tandems slipping). |
| | | Differential Lock/Unlock shall be a multi-disc design. |
| | | |
| yes | no | Differential Lock/Unlock can be selected by operator to be automatic for gears 1-4. |
| yes | no | Differential Lock/Unlock shall be operator controlled, via toggle switch near the right hand blade controls |
| , , , , , , , , , , , , , , , , , , , | | Unit shall be equipped with system capable of automatically engaging and disengaging difflor to optimize tractive capability, while at the same time providing the operator with |
| yes/ | no | the ability to manually engage diffloc during any vehicle operation Parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, |
| yes_/ | no | sealed, adjustment-free, and integrated into the transmission. |
| / | | |
| yes_/ | no | Parking brake shall be serviceable without removing the transmission. |
| yes_/ | no | Engaged parking brake shall neutralize the transmission. |
| yes_ | no | Differential housing oil filter shall have 2000 hour service replacement interval. |
| yes_/ | no | The axles shall be planetary single reduction final drive |
| yes_/ | no | The rear axle shall have clutch style hydraulic differential lock that can be engaged on the go to achieve maximum traction instantly when required |
| yes_/ | no | The rear-axle shall be a bolt-on modular design offering easy access to differential components, improving serviceability and contamination control. |
| yes_/ | no | Final drive shall be a planetary design. |
| yes_/ | no | Front axle shall be an arched design for maximum ground clearance. |
| / | | Front axle oscillation shall be no less than 32 degrees total, per side 16 degrees up, 16 |
| yes | no | degrees down. |
| yes_ | no | Front wheel steering angle shall be no less than 48.5 degrees left or right. |
| yes_/ | no | Front wheel spindle maintenance intervals shall be no less than 2000 hrs. |
| yes_/ | no_ | Steering tie rod ends shall be heat induction hardened. |
| yes | no | Front wheel spindle bearings shall be a large diameter taper roller bearing for radial an axial load |

.

| yes_ | no | Tandems shall be capable of oscillating 15 degrees front tandem up and 15 degrees front tandem down, with full machine articulation and having no interference between tandem wheel and machine structure. |
|---------------|---------|--|
| yes_i | no | Tandem chain pitch shall not be less than 2.0 in (50.8 mm). |
| yes_ <i>p</i> | 110 | Distance between center of tandem wheels shall be no less than 60.8 in (1540 mm). |
| / | | |
| yes_/ | no | Maximum front wheel lean shall be no less than 20 degrees left or right. |
| | 1 1 1 1 | Hydraulic System |
| yes | no | Motor grader shall have an option of up to six auxiliary control valves and control levers integrated into the main control rack and valve stack, 14 possible control levers on main control rack. |
| yes_/ | no | Hydraulic pump shall be a variable-displacement, axial-piston, load sense control, pump. |
| yes_ | no | Left and right blade lifts shall have hydraulic float control. |
| | / | The hydraulic system shall have a 56.0 gpm (212 L/m) main hydraulic axial piston pump and 10 fin per inch oil cooler |
| yes | no | Implement pump shall not be mounted under cab floor, minimizing sound and vibration. |
| yes | no | A sight gauge will be provided for checking hydraulic reservoir fluid |
| | | The hydraulic tank shall have a baffling system to improve reservoir effectiveness to prevent aeration, contaminant settling, and heat dispersion and dissipation. |
| yes_/ | no | Hydraulic system shall be fully sealed, using O-ring seals to prevent contamination and spillage. |
| yes | no_/ | The hydraulic stand-by pressure shall be no less than 1600 psi (11031 kPa). |
| yes_ | no | Hydraulics system shall be a closed center, load sensing type, with a variable displacement, axial piston-type pump. |
| yes_/ | no | The maximum hydraulic system pressure shall be no less than 2,750 psi (18.961 kPa). |
| yes_/ | no | Implement valves shall be proportional priority pressure compensating for consistent response, when multi-functioning any combination of implement controls and independent of engine speed. |
| / | | Look valves shall be integrated into the major incolorant valve to manual additional defe |
| yes_/ | no | Lock valves shall be integrated into the main implement valve to prevent cylinder drift. Hydraulic valves shall not be mounted to the cab floor, to minimize sound and vibration. |
| | | 11/3 dano vareo onan not be mounted to the oab hoor, to minimize sound and vibration. |
| yes_·/ | no | All implement hydraulic connections shall have O-ring face seals for leak prevention. |
| | | The hydraulic system shall be pressure-compensated and load-sensing for reduced fuel |
| yes_ | no | consumption. |
| yes_/ | no | Steering capabilities shall be ISO 5010 |
| yes | no | Secondary steering is available |
| Park | | |
| yes/ | no | The electrical system shall be 24 volt with 100 amp alternator. |

52.8

500 PSI

1146 CCA

| yes | no/ | Machine shall have 1400 CCA extra heavy-duty batteries with 440 minute reserve capacity |
|---------------|-----|--|
| yes <u> ✓</u> | no | The cab shall have a 10 amp continuous / 15 amp peak capacity (24V to 12 V) converter |
| yes_✓ | no | Optional electrical corrosion-prevention protection for protection in corrosive environments such as salt handling |
| yes | no | All core machine systems shall be electronically connected optimizing performance and preventing machine damage |
| yes_ 🗸 | no | LED turn signal, marker and brake lights shall be provided. |
| yes_ 🗸 | no | Unit shall be equipped with driving lights, two high and two low beam halogen headlights with front and rear turn signals, front and rear marker lights, brake lights and hazard warning lights. |
| yes_ | no | Unit shall have indicator or warning for: high beams, seat belt, turn signals, cruise control, low alternator voltage, engine air filter restriction, engine oil pressure, engine coolant temperature, wait to start (glow plugs), hydraulic filter restriction |
| yes 🗸 | no | Machine shall have back-up lights and sounding alarm as standard when reverse gears are selected. |
| ves | no | The monitor shall have multi-language options provided (English, Spanish, French, & Russian) |
| yes_✓ | no | Unit shall be equipped with a single LCD monitor displaying gauges for: DPF cleanliness level, engine coolant temperature, transmission oil temperature, hydraulic oil temperature, rear steer articulation angle and fuel level with low level visual warning. The LCD monitor should also be capable of displaying vehicle performance data, diagnostic information, and diagnostic trouble codes. |
| yes 🗸 | no | Unit shall have digital readout displayed on a single LCD monitor for: engine rpm, odometer, transmission gear indicator, speedometer, hour meter |
| yes_/ | no | Starting system shall be a 24V direct electric type. |
| yes | no | All light and wiper switches will be solid-state distribution |
| yes_/ | no | The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris |
| yes_/ | no | The unit shall be provided with ground level master electrical disconnect switch |
| yes_/ | no | The unit shall have an electric key fuel shut-off switch |
| yes_ | no | Electrical system shall have a master disconnect switch with a padlock provision (in addition to the ignition switch), accessible from the ground level. |
| yes_⁄ | no | Cab will be wired for beacon, radio and auxiliary circuit |
| yes_ | no | The unit shall have a bypass start safety cover on the starter |
| yes_ | no | Steering wheel and control console shall be tiltable |
| yes V | no | The ergonomically designed steering wheel will take 5 1/4 turns (lock to lock) if the machine is equipped with manual controls. If the machine is equipped with EH controls, the steering wheel shall take 6 1/4 turns (lock to lock). |

| yes_ | no | Steering wheel shall be required to operate machine. |
|---------------|-----|---|
| yes | no | Left and right side cab doors are standard |
| yes / | no | Cab doors shall have a hold-open clasp with a ground-level release and in addition to release in the cab. |
| yes / | no | Machine shall provide dual exits allowing for emergency egress should one side become obstructed |
| yes_/ | no_ | Cab shall have cup holder, personal cooler holder/storage compartment for operator's manual, with a molded floor mat |
| yes_ レ | no | _ Air vents shall be provided for all front and side tinted windows |
| yes 🗸 | no | Three rearview mirrors shall be provided, one interior and two breakaway exterior mounted |
| yes 🗸 | no | AM/FM/WB Radio including 24V to 12V converter, two speakers, antenna and wiring shall be available. |
| yes_ | no | AM/FM/WB Radio with 65 including 24V to 12V converter, two speakers, antenna an wiring shall be available. |
| yes 🗸 | no | A rear sun shade shall be available. |
| yes 🗸 | no | The motor grader shall be equipped with low ROPS/FOPS air conditioned cab, isolation frame mounted for noise and vibration reduction |
| yes | no_ | An enclosed cab with ROPS (Rollover Protective Structure) shall be provided. |
| yes_ | no | FOPS (Falling Object Protective Structure) shall be provided. |
| yes_ | no | Seat shall be a cloth-covered air suspension seat with, 3-inch (76 mm) retractable sea belts, with adjustments for fore-aft position, seat height, seat back angle, thigh support and lumbar support. |
| yes_/ | no | A machine security system shall be available to electronically code keys selected by t user to limit usage by individuals or by time parameters. |
| yes_ | no | _ Access to the cab shall be three anti-skid steps |
| yes_ | no | Machine shall provide 3 points of contact on all areas of the machine, for mounting and dismounting. |
| yes_✓ | no_ | Left and right side tandem case assemblies shall be covered with punched steel plate provide an adequate platform for standing and walking. |
| yes_ | no | Cab shall have angled floor design allowing direct visibility to moldboard. |
| yes <u></u> ✓ | no | The front glass shall be continuous and unobstructed glass from roofline to floor for visibility of the blade, heel and toe, back of the cutting edge and front tires. If choosing lower opening windows, the configuration changes slightly. |
| yes_ | no | The Laminated upper front tinted window shall come with a sun shade band |
| yes 🗸 | no | The unit will come with a rear window electric defroster |
| | | Machine shall have laminated glass for the front upper window to protect the operator |

| yesno | Optional decelerator pedal shall be available | | | | | |
|-----------|---|--|--|--|--|--|
| ,55 | | | | | | |
| yes / no | The upper front and rear windshield washers with intermittent wipers shall be stand | | | | | |
| yes no | An Operating Manual shall be provided by Seller on delivery of unit | | | | | |
| yesno | A Service Manual shall be provided by Seller on delivery of unit | | | | | |
| | Gorieral Special Cations | | | | | |
| yesno | Machine Wheel Base (distance from front axle to mid tandem) shall not be less than 242.6 in (6,160 mm). | | | | | |
| yes_ v no | Machine shall be designed and built by the manufacturer. | | | | | |
| yes no | Transmission shall be designed and built by the machine manufacturer. | | | | | |
| yesno | The fuel tank capacity shall be no less than 110 gallons (416 L) | | | | | |
| yesno | Machine height to top of the cab shall not exceed 125 in (3,180 mm). | | | | | |
| yes no_ 🗸 | Turning radius will be no greater than 284 in (7,214 mm) | | | | | |
| yes no | Max saleable weight of the machine shall not be more than 46,800 lbs (21 228 kg). Weight shall be the heaviest possible combination of compatible attachments, also including lubricants, full fuel tank and operator of 200 lbs (91 kg). | | | | | |
| yes no | Base Machine Weight shall not be less than 35,220 lbs (15,976 kg). Weight shall include: standard machine configuration, lubricants, coolants, full fuel tank and operator of 175 lbs (80 kg). | | | | | |
| yes no | Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer | | | | | |
| | France of Structume | | | | | |
| yes / no | The angle of articulation shall be no less than 22 degrees. | | | | | |
| yes no | The articulation joint shall have mechanical locking device to prevent frame articulation while servicing or transporting machine. | | | | | |
| 700 | with the second | | | | | |
| yes no | The rear frame shall have two box section channels with an integrated bumper. | | | | | |
| yes no | The frame shall be ready for snow wing attachment | | | | | |
| yes_ no_ | The motor grader main frame shall be designed with .89" (23mm) top and bottom plates and .63" (16mm) side plates | | | | | |
| yes no | Unit will be provided with seven-position pin-locking saddle | | | | | |
| | Care e application Board 2/ 1/2 2/2 | | | | | |
| yes_/ no | Shall have 14' long, 24" high by 7/8" thick moldboard available with 5/8" hardware available | | | | | |
| yes no | The mold board shall be pre-stressed during manufacturing for superior strength and durability | | | | | |
| yes no | The mold board will have quick change circle wear and side shift wear inserts, capable of being replaced in approximately 2 hours using only a 9/16" wrench. | | | | | |

103 gal 126" 291"

| yes_ | no | Moldboard shall have a bank slope angle capability of at least 90 degrees to both sides. |
|--------------|------|--|
| yes_ | no | Slide rails shall be hardened, continuously welded, and have replaceable bronze-alloy wear inserts top and bottom. |
| yes_/ | no | Moldboard slide rails shall be constructed of a heat-treated, high carbon steel. |
| yes 🗸 | no | Moldboard shall have a hydraulic tip control through a range of AZ degrees fore and 5 degrees aft. |
| yes_ | no | Throat clearance with standard moldboard shall be at least 4.8 in (123 mm) |
| yes | no | The motor grader shall have five permanent and usable tie downs for transport |
| yes | no | Drawbar wear strips shall be replaceable drop-in inserts, made from nylon composite material. |
| yes | no | Circle and drawbar vertical adjustment points shall be accessible from the bottom of the drawbar, for ease of maintenance. |
| yes | no | Circle radial wear insert shall be replaced without removing the circle support castings for quick easy maintenance. |
| yes | no | Moldboard wear strips shall be adjusted with lock screws, providing shim-less adjustment capability both vertical & horizontal. |
| | | Service Date of the service of the s |
| yes | no | Daily check points shall be accessible from the left side of the engine and shall be done from ground level |
| yes_ | no | The dip stick for checking transmission fluid shall be at ground-level |
| yes | no | Engine shall have environmentally friendly fuel drain valves |
| yes | no | Environmental drain provisions will be provided for the hydraulic oil, engine oil, engine coolant, transmission, differential and fuel tank. |
| yes | no | High-speed oil drain system shall be available with ground level quick connect access. |
| yes | no | Fuel fast fill shall be ground level accessible, and capable of fill rates of up to 150 gallons/minute (xxx liters / min) |
| yes_ | no | Standard hydraulic tank capacity shall not be more than 16 gallons (60.6 L). |
| yes_ | no | Standard fuel tank capacity shall not be less than 140 gallons (416 L). |
| yes <u>·</u> | nov | Standard cooling system capacity shall not be less than 11.6 gallons (43.9 L). |
| yes | no 🗸 | Standard engine oil capacity shall not be less than 6.3 gallons (23.8 L). |
| yes | no_✓ | Standard tandem housing capacity shall not be less than 19.5 gallons (73.8 L) each. |
| yes_ | no | Standard circle drive housing capacity shall not be less than 1.5 gallons (5.7 L) |
| yes · | no_ | Standard front wheel AWD gear box shall not be less than 2 gallons (7.2 L). |
| yes_ | no | Engine oil filter shall be a 500-hour, vertical spin-on |

7.9gal 6.1gal 15.1gal

| 1 | 1 | |
|----------|------------------------------|--|
| yes_ | no | Engine primary and final fuel filters shall have 500-hour service replacement interval. |
| | | Engine shall have primary fuel filter with fuel water separator and electronic sensor; |
| yes | no | quick release dual stage filter and primer pump Hydraulic, transmission, and differential filters shall be banked and easily assessable |
| yes_ | no | through the engine compartment doors. |
| yes | no | Hydraulic filter shall have a service interval of 2000 hours |
| <u> </u> | 110 | Trydradiio litter shair have a service litterval of 2000 flours |
| yes_ | no | Hydraulic oil change service interval shall be no less than 4000 hours |
| yes | no | Transmission filter restriction indicator shall be displayed in the cab |
| yes | no | Transmission oil filter service replacement interval shall be 2000 hours |
| yes_ | no | The centralized lube bank shall be at the articulation joint to give access to difficult to reach zerks |
| yes | no | Sampling ports shall be accessible from the tandem level and provide access to the engine, hydraulic, coolant, and fuel ports. |
| yes 🤛 | no | A two-way communication tool shall give service technicians easy access to stored diagnostic data and allow configuration of machine parameters. |
| yes_ ✓ | no_ | Unit shall be equipped with OEM provided wireless communication system capable of monitoring and communicating machine location, fuel burn, as well as multiple other vehicle performance data. In addition, the system shall be capable of updating system control software wirelessly. |
| yes_ | no | Engine shall allow for at least 500 hours of operation between oil changes. |
| yes | no | An Operating Manual shall be provided by Seller on delivery of unit |
| yes | no | A Service Manual shall be provided by Seller on delivery of unit |
| yes | no/ | Tires mounted on a 9 in (22.86 cm) by 24 in (61 cm) single-piece tire rim to provide mounting for 14x24 pr 14R24 tires |
| yes | no 🗸 | A 10 in (25.4 cm) by 24 in (60.96 cm) size multi-piece tire rim shall be available to provide mounting for 14.00-24 and 14.00R24 conventional tires. |
| yes_ | no | A 1/2 in (35.6 cm) by 25 in (63.5 cm) size multi-piece tire rim shall be available to provide mounting for 17.5R25 tires. |
| | | A CONTRACTOR OF THE PROPERTY O |
| | | Standard grey glare-reducing paint shall be used on the front frame and engine enclosure to decrease glare from other equipment lights and reflection from the sun and |
| yes | no | snow. |
| yes_ 🗸 | no | Engine shall be rubber isolation mounted to reduce noise and vibration |
| yes | no | The unit shall have a fan finger guard |
| yes_ | no | A toolbox shall be provided. |
| | tentre i in in Lefter for | Optional Epilipment |
| yes | no | Blade lift accumulators shall be available, to reduce vertical impact damage. |

| yes_/ | no | Blade lift accumulators shall be available, to reduce vertical impact damage. |
|-------|------|--|
| yes | no | Rear vision camera with integrated display and wiring shall be available. |
| yes | no | A front lift group shall be available |
| yes_ | no | A front scarifier and mid-mount scarifier shall be available. |
| yes | no | Rear fenders shall meet ISO-3457 requirements and shall not interfere with the ability to fully open any cab or engine enclosure, or service access doors. |
| yes | no | A rear hitch 120 lb (54 kg) or rear counterweight 1,603 lb (727.1 kg) with integral hitch are available |
| yes | no | Rear ripper shall have five ripper shank holders and 9 scarifier shank holders. |
| yes_ | no | Rear ripper shall have a working penetration of maximum 16.8 in (426 mm) and a minimum penetration force of 20,700 lb (9397 kg) at typically equipped operating weight |
| yes | no_V | Front ripper. If not included, cost of same: \$ 17,000.00 |
| yes | no V | Spare wheel & tire. If not included, cost of same: \$ 1000.00 |
| yes | no | Bias tires. If not included, cost of same per tire: \$ |

JACK COUNTY COMPETITIVE BID RECEIVED **PROPOSAL FORM**

(Purchase of Motor Grader in Commissioner Precinct T) ACK COUNTY AUDITOR

My bid is on one or more new 2018 or newer Road Grader:

| | \$ - 235, 800,00 |
|--------|---|
| | Manufacturer of Unit: Komatsu - |
| | Model No.: <u>GD655-6</u> 2019 - |
| | My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail. |
| | My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs. |
| | My bid offer is good for days. |
| | Name of Bidder: Kirby-Smith Machinery - |
| | By: James M. Donnell (Authorized Agent) |
| | Dated: $\frac{\sqrt{21/19}}{\sqrt{21/19}}$, 2019. |
| Includ | les: KOMTRAX for life All services for 3 years/2000 hours |

JACK COUNTY COMPETITIVE BID PROPOSAL FORM

RECEIVED
JUN 24 2019

(Purchase of Motor Grader in Commissioner Precinct MCKCOUNTYAUDITOR

| My | bid | is | on | one | or | more | new | 2018 | or | newer | Road |
|-----|------|----|----|-----|----|------|-----|------|----|-------|------|
| Gra | der: | | | | | | | | | | |
| | | | | | | | | | | | |

| 5 - 253, 800.00 |
|---|
| Manufacturer of Unit: Komatsu - |
| Model No.: <u>GD655-7</u> 2019 |
| My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail. |
| My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs. |
| My bid offer is good for days. |
| Name of Bidder: Kirby- Smith Machinery - |
| By: James McDonell (Authorized Agent) |
| Dated: $\frac{6}{21}$, 2019. |
| Includes: KOMTRAX for like All Services for 3 years/2,000 hours Finger tip controls |
| tinger tip (ontrol) |

JACK COUNTY COMPETITIVE BID PROPOSAL FORM

RECEIVED

(Purchase of Motor Grader in Commissioner Precinct 1) ACK COUNTY AUDITOR

My bid is on one or more new 2018 or newer Road Grader:

| | \$ - <u>255,800,00</u> |
|-------|---|
| | Manufacturer of Unit: Komatsu - |
| | Model No.: <u>GD655-6</u> - |
| | My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail. |
| | My bid includes my cashier's check in the amount of \$200 payable to Jack County for republication costs. |
| | My bid offer is good for - 60 - days. |
| | Name of Bidder: Kirby-Smith Machinery - |
| | By: James M. Donell (Authorized Agent) |
| | Dated: $6/21/19$, 2019. |
| Inclu | All Services for 5 years /4,000 hours Premier Warranty for 5 years / 4,000 hours |
| | Premier Warranty for 5 years / 4,000 hours |

| | CERTIFICATE OF INTERESTED PART | | FORM 1295 | | | | | | | |
|---|---|---|--------------------------------|-------------|-------------------------|--|--|--|--|--|
| | | | | | 1 of 1 | | | | | |
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | OFFICE USE ONLY CERTIFICATION OF FILING | | | | | | | | |
| 1 | Name of business entity filing form, and the city, state and countr of business. Kirby-Smith Machinery Fort Worth, TX United States | Certificate Number: 2019-508326 Date Filed: | | | | | | | | |
| 2 | Name of governmental entity or state agency that is a party to the being filed. Jack County | | 06/21/2019 Date Acknowledged: | | | | | | | |
| 3 | Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 20190601 Motor Grader Bid | | | | | | | | | |
| 4 | Name of Interested Party | City, State, Country (place of busine | | | of interest applicable) | | | | | |
| | | | | Controlling | Intermediary | | | | | |
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| | | | | | | | | | | |
| 5 | Check only if there is NO Interested Party. | | | | į | | | | | |
| 6 | My name is | , and my date of b | oirth is | 12/9/ | 80 | | | | | |
| | My address is 9749 Rio Frio Tra | 1/ Fort Worth 7 | <u>χ</u> , _ | 76126 | , USA | | | | | |
| | (street) | (CITY) (sta | ate) | (zip code) | (country) | | | | | |
| | I declare under penalty of perjury that the foregoing is true and correct. | | . 3 | | | | | | | |

Forms provided by Texas Ethics Commission

Executed in

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity (Declarant)

_County, State of

Version V1.1.39f8039c

1450 NE Loop 820 Ft Worth, TX 76106

Precinet 1 Motor grade 13:4 Mg