

AGENDA ITEM FOR ADMINISTRATIVE MEETING

( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): Public Works  
PROGRAM: Equipment  
SUBJECT: Motor Grader Purchase

<p><b>Background:</b> The Public Works Department is requesting authority to purchase a John Deere 672G 6WD motor grader from Pape Machinery. This will replace a model year 2010 cat 140M Motor Grader with over 5800 hrs equipment # 570. The purchase will utilize the NJPA contract. The Department has traditionally tried to keep our motor graders turned over every 5 years or 5000 hours in an attempt that the best possible maintenance equipment is available for our gravel roads. This particular trade in has gone over that due to budget issues.</p> <p>Purchase price of the New motor grader will be \$311,848.30, Trade in value of the Cat motor grader will be \$125,000.00. Harney County is interested in purchasing the Cat motor grade for that amount, so the request includes authorization to sell that equipment. After the sale proceeds are applied, the difference of \$186,848.30 will come from capital outlay equipment/ miscellaneous.</p>	<p><b><u>ACTION REQUESTED:</u></b> Authorize Purchase of new John Deere motor grader from Pape Machinery for \$311,848.30, and sale of replaced Cat 140M motor grade to Harney County for \$125,000</p>
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ATTACHMENTS: Proposal from Pape Machinery  
Date: (10/24/18 ) Submitted By: (Tom Fellows)

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Exec. Asst.
- ( ) Dept. Head (copy)
- ( ) Human Resources (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( ) Legal (copy)
- ( ) (Other - List)

To be notified of Meeting:

Needed at Meeting:

PLEASE RETURN THIS FORM AND ATTACHMENTS TO Executive Assistant  
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Scheduled for meeting on: November 7, 2019

Action taken:

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Quote Id: 18231043

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Prepared For:  
**UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT**



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.  
1907 E James Street  
Pasco, WA 99301

Tel: 509-547-8813  
Mobile Phone: 509-995-4706  
Fax: 509-547-7959  
Email: [rgoodwin@papemachinery.com](mailto:rgoodwin@papemachinery.com)

Offer Expires: 26 October 2018

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*Confidential*

**Quote Summary**

**Prepared For:**  
 UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT  
 3920 Westgate  
 Pendleton, OR 97801  
 Business: 541-278-5424

**Prepared By:**  
 RALPH GOODWIN  
 Pape Machinery, Inc.  
 1907 E James Street  
 Pasco, WA 99301  
 Phone: 509-547-8813  
 Mobile: 509-995-4706  
 rgoodwin@papemachinery.com

**Quote Id:** 18231043

**Expiration Date:** 26 October 2018

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 672G MOTOR GRADER with 6WD	\$ 509,583.00	\$ 509,583.00 X	1 =	\$ 509,583.00
John Deere Preventative Maintenance-Fluid Filters & Sample Kits only		\$ 6,885.00 X	1 =	\$ 6,885.00
John Deere Extended Warranty-60 MONTH/ 5,000HR COMPREHENSIVE		\$ 7,033.00 X	1 =	\$ 7,033.00
COMPREHENSIVE, 5000Total Hours or 60Total Months, \$ 200.00 Deductible				
<b>Sub Total</b>				<b>\$ 523,501.00</b>
SOURCEWELL 42% DISCOUNT	\$ -211,652.70	\$ -211,652.70 X	1 =	\$ (211,652.70)

**Equipment Total** **\$ 311,848.30**

<b>Trade In Summary</b>	<b>Qty</b>	<b>Each</b>	<b>Extended</b>
CATERPILLAR 140-M - CAT0140MVB9D02627	1	\$ 125,000.00	\$ 125,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 125,000.00

**Trade In Total** **\$ 125,000.00**

**Quote Summary**

Equipment Total	\$ 311,848.30
Trade In	\$ (125,000.00)
Doc Fee	\$ 0.00
Rental Services Fee	\$ 0.00
Federal Excise Tax	\$ 0.00
Licensing Fee	\$ 0.00
CA Tire Recycling Fee	\$ 0.00
SubTotal	\$ 186,848.30
Total	\$ 186,848.30

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

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Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 186,848.30</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 18231043

**Customer:** UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

## JOHN DEERE 672G MOTOR GRADER with 6WD

**Hours:**
**Suggested List**
**Stock Number:**

\$ 509,583.00

**Selling Price**

\$ 509,583.00

Code	Description	Qty	Unit	Extended
8450T	672G MOTOR GRADER with 6WD	1	\$ 337,110.00	\$ 337,110.00
<b>Standard Options - Per Unit</b>				
170C	JDLINK Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.00
1020	Armrest Fingertip Controls	1	\$ 30,289.00	\$ 30,289.00
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1	\$ 53,264.00	\$ 53,264.00
1240	Dual 100 Amp Alternators (200 Amp total)	1	\$ 938.00	\$ 938.00
1320	No Quick Service Group	1	\$ 0.00	\$ 0.00
1410	Standard Fuel & Water Filtration	1	\$ 0.00	\$ 0.00
1610	Hydraulic Pump Disconnect	1	\$ 185.00	\$ 185.00
1830	Engine Exhaust with Flat Black Stack (EPA FT4 only)	1	\$ 0.00	\$ 0.00
1910	Blade Impact Absorption System	1	\$ 3,555.00	\$ 3,555.00
2080	14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 3/4 in. (19mm) Hardware	1	\$ 2,007.00	\$ 2,007.00
2575	No Grade Control Base Kit Installed	1	\$ 0.00	\$ 0.00
2605	English Labels and Decals	1	\$ 0.00	\$ 0.00
2775	No Topcon 3D GPS Grade Control System installed	1	\$ 0.00	\$ 0.00
2840	Heavy Duty Dual Input Gearbox with Slip Clutch	1	\$ 4,250.00	\$ 4,250.00
4426	Michelin SnoPlus	1	\$ 28,774.00	\$ 28,774.00
5060	Grade Pro Low Cab w/ Lower Front and Side Opening Windows	1	\$ 0.00	\$ 0.00
5510	Autoshift Transmission	1	\$ 1,842.00	\$ 1,842.00
5710	Transmission Solenoid Valve Guard	1	\$ 209.00	\$ 209.00
5815	Hydrau	1	\$ 0.00	\$ 0.00
6010	Powered Cab Air Precleaner	1	\$ 909.00	\$ 909.00
6140	Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat	1	\$ 0.00	\$ 0.00
6585	Grade Pro Controls w/1 Front Auxiliary Function AND 1 Rear Auxiliary Function	1	\$ 3,306.00	\$ 3,306.00
6650	Grade Pro Controls - Left Side	1	\$ 0.00	\$ 0.00

# Selling Equipment

**Quote Id:** 18231043

**Customer:** UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

6740	Balderson Style Front Lift Group	1	\$ 7,528.00	\$ 7,528.00
6810	Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin	1	\$ 17,468.00	\$ 17,468.00
7160	Deluxe Grading Lights (18 Halogen Lights)	1	\$ 1,702.00	\$ 1,702.00
7820	No Front Fenders	1	\$ 0.00	\$ 0.00
8120	24-to-12 Volt Converter (30 amps peak / 25 amps continuous)	1	\$ 462.00	\$ 462.00
8220	Heated Exterior Mounted Rearview Mirrors	1	\$ 560.00	\$ 560.00
8310	Lower Front Intermittent Wiper & Washer	1	\$ 658.00	\$ 658.00
8410	AM/FM Radio with Aux and Weather Band (WB)	1	\$ 966.00	\$ 966.00
8510	Air Conditioner Refrigerant Charged	1	\$ 0.00	\$ 0.00
8730	No Sound Absorption Package	1	\$ 0.00	\$ 0.00
8810	Rear Camera	1	\$ 2,501.00	\$ 2,501.00
9130	Rear Retractable Sun Shade	1	\$ 222.00	\$ 222.00
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1	\$ 128.00	\$ 128.00
9270	Tall (26 in.(660mm)Higher Than Standard Frame Ligh	1	\$ 349.00	\$ 349.00
9273	Right Side Engine Compartment Work Light	1	\$ 231.00	\$ 231.00
9280	Slow Moving Vehicle (SMV) Sign	1	\$ 85.00	\$ 85.00
9299	Beacon with Flip Down Cab Beacon Bracket (LH)	1	\$ 668.00	\$ 668.00
9360	Engine Block Heater	1	\$ 342.00	\$ 342.00
9370	Ether Starting Aid	1	\$ 469.00	\$ 469.00
9380	Heavy Duty Air Cleaner - 9.0L 14 in	1	\$ 987.00	\$ 987.00
9395	Adjusting Rotary Ejector Precleaner	1	\$ 546.00	\$ 546.00
9430	(9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier	1	\$ 1,426.00	\$ 1,426.00
<b>Standard Options Total</b>				<b>\$ 166,826.00</b>
<b>Dealer Attachments</b>				
RHI	KENNAMETAL CARBIDE EDGES WITH WEAR PATCHES	1	\$ 4,847.00	\$ 4,847.00
<b>Dealer Attachments Total</b>				<b>\$ 4,847.00</b>
<b>Service Agreements</b>				
	John Deere Preventative Maintenance - Fluid Filters & Sample Kits only	1	\$ 6,885.00	\$ 6,885.00
	John Deere Extended Warranty - 60 MONTH/ 5,000HR COMPREHENSIVE	1	\$ 7,033.00	\$ 7,033.00
<b>Service Agreements Total</b>				<b>\$ 13,918.00</b>
<b>Other Charges</b>				
	MOLDBOARD LABOR	1	\$ 800.00	\$ 800.00
<b>Other Charges Total</b>				<b>\$ 800.00</b>

# Selling Equipment

**Quote Id:** 18231043

**Customer:** UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

<b>Suggested Price</b>		<b>\$ 523,501.00</b>
<b>Customer Discounts</b>		
<b>Customer Discounts Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>		<b>\$ 523,501.00</b>

## SOURCEWELL 42% DISCOUNT

<b>Hours:</b>	0			<b>Suggested List</b>
<b>Stock Number:</b>				\$ -211,652.70
				<b>Selling Price</b>
				\$ -211,652.70
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
SOURCEWELL	42% SOURCEWELL DISCOUNT	1	\$ -211,652.70	\$ -211,652.70
<b>Suggested Price</b>				<b>\$ -211,652.70</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ -211,652.70</b>

# Trade In

**Quote Id:** 18231043**Customer:** UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

<b>CATERPILLAR 140-M</b>	
<b>SN# CAT0140MVB9D02627</b>	
<b>Machine Details</b>	
<b>Description</b>	<b>Net Trade Value</b>
CATERPILLAR 140-M	\$ 125,000.00
SN# CAT0140MVB9D02627	
Your Trade In Description	
<b>Additional Options</b>	
Hour Meter Reading	5853
<b>Total</b>	<b>\$ 125,000.00</b>





### Extended Warranty Proposal

JOHN DEERE 672G MOTOR GRADER with 6WD					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	GOVERNMENTA L	Deductible	\$ 200.00
Equipment Type	672GXT	Coverage	COMPREHENSIVE	List	\$ 7,033.00
Model	672GXT	Total Months	60		
Country		Total Hours	5000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

**Extended Warranty Proposal Prepared for:**

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

**What Extended Warranty is :**

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

**What Extended Warranty is not :**

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

<b>JOHN DEERE 672G MOTOR GRADER with 6WD</b>					
<b>Machine/Use Information</b>		<b>Plan Description</b>		<b>Price</b>	
Manufacturer	JOHN DEERE	Application	Governmental	Deductible	\$ 0.00
Equipment Type	672GXT	Coverage	Fluid Filters & sample kits only	List	\$ 6,885.00
Model	672GXT	Total Months	60		
Country		Total Hours	5000		

**John Deere Preventative Maintenance Proposal Prepared for:** I have been offered this Preventative Maintenance agreement and

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Customer Name - Please Print  I ACCEPT John Deere Preventative Maintenance

I DECLINE John Deere Preventative Maintenance

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Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is not a contract. For specific John Deere Preventative Maintenance coverage terms and conditions, please refer to the actual John Deere Preventative Maintenance contract for more information and the terms, conditions and limitations of the agreement.

# TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

**1. Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

**2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

**3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

**4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

**5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

**6. Laws Governing.** All orders will be governed by the laws of the State of Oregon.

**7. Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

**8. Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

**9. Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

**10. Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

**11. Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

**12. Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



## JDLink Account Setup Form

Territory Manager

CSA

Machine Serial Number

Company Name

### User Information

First Name:

Last Name:

E-mail Address:

**Ask customer if they have an existing MyJohnDeere/JDLink Account. If so, please provide username below.**

MJD/JDLink Username:

## JDLink Account Waiver

Customer has elected not to access their JDLink data.

*Please sign below **only if** you have elected not to access your JDLink data.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.**

**SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.**