

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Compact Excavator Purchase

<p>Background: Harris Park is seeking to purchase a new compact excavator. The proposal is to purchase a Hitachi compact excavator using the pricing from the Oregon DAS contract for an amount of \$34,800. The funds are available within the Harris Park budget.</p>	<p>Requested Action: Authorize purchase of compact excavator from Pape Machinery in the amount of \$34,8000</p>
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ATTACHMENTS: Quote

Date: (October 12, 2018) Submitted By: Douglas R. Olsen

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

Checkoffs:

- () Dept. Heard (copy)
- () Budget (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:
Tom Fellows

Needed at Meeting:

Scheduled for meeting on: October 17, 2018

Action taken:

Follow-up:

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 99302
 Phone: 509-547-8813
 Mobile: 509-995-4706
 rgoodwin@papemachinery.com

Quote Id: 18340627

Expiration Date: 31 October 2018

Equipment Summary	Selling Price	Qty	Extended
HITACHI ZX35U-5 Compact Excavator - HCMADG60T00272882	\$ 44,765.00 X	1 =	\$ 44,765.00
John Deere Extended Warranty- POWERTRAIN & HYDRAULIC THRU 8/31/19	\$ 0.00 X	1 =	\$ 0.00
PIGGYBACK STATE OF OREGON DAS LAWN & GARDEN BID #1450 PRICING	\$ 0.00 X	1 =	\$ 0.00
PAPE MACHINERY ADDITIONAL CUSTOMER DISCOUNT	\$ -9,965.00 X	1 =	\$ (9,965.00)
Equipment Total			\$ 34,800.00

Quote Summary

Equipment Total	\$ 34,800.00
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	\$ 34,800.00
Total	\$ 34,800.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 34,800.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 18340627

Prepared For:
UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.
1907 E James Street
Pasco, WA 99302

Tel: 509-547-8813
Mobile Phone: 509-995-4706
Fax: 509-547-7959
Email: rgoodwin@papemachinery.com

Offer Expires: 31 October 2018

Selling Equipment

Quote Id: 18340627

Customer: UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

HITACHI ZX35U-5 Compact Excavator - HCMADG60T00272882

Hours: 412

Stock Number: 00272882

				Selling Price
				\$ 44,765.00
Code	Description	Qty	Unit	Extended
2900FF	ZX35U5 COMPACT EXCAVATOR	1	\$ 44,001.00	\$ 44,001.00
Standard Options - Per Unit				
AT386304	THUMB,HD	1	\$ 0.00	\$ 0.00
ENG S/N	CH3N17DH05045	1	\$ 0.00	\$ 0.00
F3125	300MM RUBBER TRACK	1	\$ 0.00	\$ 0.00
F4145	SUSPENSION SEAT/VINYL	1	\$ 0.00	\$ 0.00
F7110	4'4" (1.32M) STANDARD ARM	1	\$ 0.00	\$ 0.00
F8150	CANOPY	1	\$ 0.00	\$ 0.00
STK#	PM62405	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Dealer Attachments				
AT316553G	18" DIG BUCKET	1	\$ 0.00	\$ 0.00
AT316555G	30" SMOOTH EDGE BUCKET	1	\$ 764.00	\$ 764.00
Dealer Attachments Total				\$ 764.00
Service Agreements				
	John Deere Extended Warranty - POWERTRAIN & HYDRAULIC THRU 8/31/19	1	\$ 0.00	\$ 0.00
Service Agreements Total				\$ 0.00
Suggested Price				\$ 44,765.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 44,765.00

PIGGYBACK STATE OF OREGON DAS LAWN & GARDEN BID #1450 PRICING

Hours: 0

Stock Number:

				Selling Price
				\$ 0.00
Code	Description	Qty	Unit	Extended
DAS	STATE OF OREGON DAS LAWN AND OREGON BID #1450 PRICING	1	\$ 0.00	\$ 0.00
Suggested Price				\$ 0.00

Selling Equipment

Quote Id: 18340627

Customer: UMATILLA COUNTY UMATILLA COUNTY ROAD DEPT

Customer Discounts		
Customer Discounts Total	\$ 0.00	\$ 0.00
Total Selling Price		\$ 0.00

PAPE MACHINERY ADDITIONAL CUSTOMER DISCOUNT				
Hours:	0			
Stock Number:				
				Selling Price
				\$ -9,965.00
Code	Description	Qty	Unit	Extended
PAPE	PAPE MACHINERY ADD'L CUSTOMER DISCOUNT	1	\$ -9,965.00	\$ -9,965.00
Suggested Price				\$ -9,965.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ -9,965.00

Extended Warranty Proposal

Machine/Use Information		Plan Description	Price	
Manufacturer	HITACHI	Application	Deductible	
Equipment Type	ZX35U5 COMPACT EXCAVATOR	Coverage	List	\$ 0.00
Model	ZX35U5 COMPACT EXCAVATOR	Total Months		
Country	US	Total Hours		

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.

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.

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Hitachi Construction Machinery - North America

HITACHI

FIND YOUR NEAREST DEALER

MENU



[Home](#) > [Products](#) > [Compact Excavators](#) > ZX35U-5

ZX35U-5

Compact Excavator

Net Power	17 kW 23 hp
Operating Weight	3520 kg 7,760 lb.
Max Dig Reach	5.21 m 17 ft . 1 in.
Max Dig Depth	3.06 m 10 ft.

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[COMPARE TO COMPETITORS](#)



Don't bust your tail.

Small and compact, the ZX35U-5 gives you big-time performance on all kinds of jobs. By talking and listening to owners like you, we've taken the excavator to a whole new level by adding real-world practical improvements.

You get a more spacious cab with wider, easier entry and better visibility; a fuel-efficient and reliable engine that meets emission standards; and maintenance that's easier than ever thanks to enhancements such as improved access to coolers. Built to the same high standards as our larger mining excavators, the ZX35U-5 delivers efficiency, reliability and durability to your operation.

Downloads

 [Features and Specs Brochure](#)

FEATURES

[Expand All Features](#)

Engine

Durable structure and undercarriage

Arm and boom

Simple controls

Comfortable cab

Easy to maintain

SPECIFICATIONS

Expand All Specifications

Driveline

Dimensions

Capacities

Performance

Weights

 Download & Print

COMPARE

Select models to compare to the Hitachi ZX35U-5

(Maximum of 3)

Closest comparison by 

COMPARE MODELS

HITACHI MODELS

HITACHI ZX 35 U-3

HITACHI ZX 35 U-5

- GEHL 353
- IHI 35 N-3
- JOHN DEERE 35C ZTS
- JOHN DEERE 35D
- JOHN DEERE 35G
- SUNWARD SWE 30 UB
- TAKEUCHI TB 235
- VOLVO EC 35 D
- VOLVO EC 35 D

WARRANTY

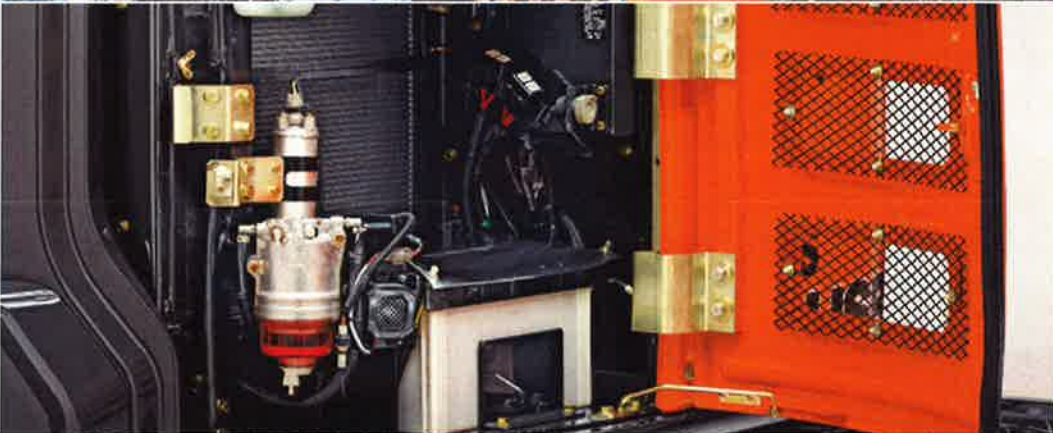
Two-year/2,000-hour full-machine standard warranty

Every Hitachi machine comes with a level of comfort through our full machine standard warranty. It promises we'll fix any defects in materials or workmanship on our compact equipment for two years after delivery or 2,000 hours.*

CONTACT YOUR DEALER

GALLERY





Customize your solution.

BUILD YOUR OWN

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* As of June 1, 2018, applies to purchases of new Hitachi compact excavators from Hitachi or authorized Hitachi dealers. Warranty expires two years after the delivery receipt date or after 2,000 machine hours, whichever occurs first. Offer valid at participating dealers only. Some restrictions may apply. See your dealer for complete details.

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