



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

4-18-1994

Commissioner Court met in Special Session. All members present.

Commissioner's received 2 bids for used maintainer in Pct. #1. One was from Ron Hackenberger in the amount of \$1,000. The other sealed bid was from Bill Bruner, owner of Equipment and Parts, in the amount of \$1,250. Also received from Bill Ashworth was a bid in the amount of \$100. for 1968 Kaiser ambulance owned by the County.

Motion by Gaddis Lindsey seconded by Tommy Stanley to accept bid from Bill Bruner for used maintainer in Pct #1. Also in motion is to accept bid from Bill Ashmore for county owned ambulance. Motion carried. Copies attached.

Commissioners received 3 sealed bids for new rubber tired loader for Pct#2. The first bid was from East Texas Machinery, Inc. in the amount of \$64,945.00. The second bid was from Darr Equipment in the amount of \$81,909.00. The third and final bid was from Holman-Bennett-Phillips Equipment Company, Inc., in the amount of \$66,490.00. Copies of all three bids attached.

Motion by Tommy Stanley seconded by Tommy Eatherton to approve accepting bid from East Texas Machinery, Inc. in the amount of \$64,945.00 for new rubber tired loader for Pct. #2. Commissioner Stanley wanted it stated in the minutes that he will be using the 48 month lease payments at the interest rate of 5.0%. Motion carried.

Attendance Sheet placed into minutes.

Motion by Gaddis Lindsey seconded by Tommy Stanley to adjourn. Motion carried.

Check from Professional Land Title placed into minutes.

JUDGE EVERETT DEAN

COMMISSIONER PCT #1 GADDIS LINDSEY

COMMISSIONER PCT # 2 TOMMY STANLEY

COMMISSIONER PCT # 3 DAVID LOYD

COMMISSIONER PCT # TOMMY EATHERTON

FILED
REX A. SHAW
COUNTY CLERK
94 APR 25 AM 9:58
UPSHUR COUNTY, TX
BY _____
DEPUTY

April 10, 1994

I Ron Hackenberger of Pairs, Tex.
R.D. 6. Bid #1000.00 for the Alice Chambers
mainliance that is located at Upsher
County Pct #1.

Thank you
Ron Hackenberger

Singed By Carl Johnson
Branch forman

FILED
REX A. SHAW
COUNTY CLERK
9/4 APR 18 AM 11:02
Lubbock, TEX.
BY _____
DEPUTY

Equipment & Parts

2801 Hwy 31 East
Kilgore, Texas 75662
(903) 983-1971



Upshur County Commissioners Court
Pct. 1
Mr. Gaddis Lindsey

Dear Sirs;

We are pleased to bid on a Allis Chalmers M100B
Motorgrader s/n 2273 that is surplus to your needs.

Bid Amount: \$ 1,250.00

Best Regards,
Bin Buer

FILED
REX A. SHAW
COUNTY CLERK

94 APR 18 AM 11:02

UPSHUR COUNTY, TX

BY _____

DEPUTY CLERK
Tuner; owner

4-11-94

Hon. Everett Dean City Judge
Lubbock City Com. Court
Sims, DEPUTY

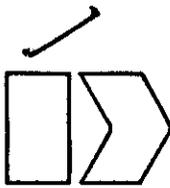
Bill A. Ashworth
Rt. 1 Box 297 DL 02741552
FM3358 Garret, TX 75844
903-734-5661

I give a bid of \$100.00 on one (1)
1968 Kaiser Ambulance - Ser # SY 25478162002
I want it for parts

Accepted

Bill A. Ashworth

FILED
REX A SHAW
COUNTY CLERK
APR 18 1994



**DARR
EQUIPMENT CO**

YOUR CATERPILLAR® DEALER

DALLAS • LONGVIEW • WACO • FT WORTH • OKLAHOMA CITY
TULSA • SOUTHLAKE • TEXARKANA • TYLER • WICHITA FALLS
SHERMAN/DENISON • ELK CITY • ARDMORE • ENID • POTEAU

QUOTATION

DATE
April 12, 1994

ADDRESS	DELIVERY
P.O. Box 540788	Approximately 6/15/94
Dallas, Texas 75354	
TO	FOR
Upshur County, Precinct #2	
P.O. Box 730	TERMS
Gilmer, Texas 75644	Cash Or Up To 60 Months At 5.5 A.P.R.
Attn: Tommy Stanley	
	SIGNED
	<i>David Wilmoth</i>
Prices quoted are firm for a period of <u>30</u> days.	David Wilmoth, Sales Manager

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX. WEIGHT LBS	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 928 WHEEL LOADER, Series F. Includes 50 ampere alternator, heavy duty batteries, backup alarm, front and rear halogen flood lights, ignition key start/stop switch, 24 volt direct electric starting, EMS operator warning system, gauges, heater/defroster, hydraulic control lever locks, inside rearview mirrors, unitized sound suppressed and pressurized ROPS cab. tinted glass, front and rear wiper/washer, adjustable steering column, blower fan, diesel engine, single lever transmission control, fuel priming pump, muffler, multi-row module radiator, torque converter, power shift transmission, sealed/enclosed brakes, automatic bucket positioner, fenders, hydraulic diagnostic connectors, hydraulic steering, pilot hydraulic implement controls, sealed z bar design loader linkage, and vandalism protection-locked service points.	9C5000			
	Tires 20.5 R25 XTLA (L2)	1064836			
	Bucket GP Exc. 2.6 Cu.	4E0091			
	Adapters, Bolt-On (8)	9W1381			
	Bucket Teeth Long (8)	9W8142			
	Air Conditioner	8R4558			
	Counterweight	4E0917			
	Fabric, Seat Suspension	1082188			
	Michelin Tires	0P5042			
	Hyd. Cont. Wobble Stick	4E3848			

FILED
REX A SHAW
COUNTY CLERK
S: APR 18 AM 11:03
L. L. COUNTY, TX
BY
DEPUTY

YOUR CATERPILLAR® DEALER

DALLAS • LONGVIEW • WACO • FT. WORTH • OKLAHOMA CITY
 TULSA • SOUTHLAKE • TEXARKANA • TYLER • WICHITA FALLS
 SHERMAN/DENISON • ELK CITY • ARDMORE • ENID • POTEAU

Page Two

DATE
 April 12, 1994

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TO Upshur County, Precinct #2	F.O.B.
P.O. Box 730	TERMS Cash Or Up To 60 Months At 5.5 A.P.R.
Gilmer, Texas 75644	
Attn: Tommy Stanley	
	SIGNED <i>David Wilmoth</i>
Prices quoted are firm for a period of <u>30</u> days.	David Wilmoth, Sales Manager

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX WEIGHT LBS	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 928 WHEEL LOADER, Series F. (Continued).				
	Lights Directional Slow Moving Vehicle Emblem	4E2873			
	TRADE-IN - J.D. 544B, S/N 200820T			\$86,909.00 5,000.00	\$81,909.00
	OPTIONAL POWER TRAIN WARRANTY (3 Year/5000 Hours)			1,530.00	
	REPURCHASE: 3 Year/3600 Hours - \$65,067.00				

The Upshur County Commissioner's Court will open and accept bids on Monday, April 18, 1994, at 9:00 a.m., for a rubber tire loader for precinct #2.

ATTACHED IS A COPY OF BID SPECIFICATIONS.

If you desire to place a bid, do so FOB, County Judge's office before 5:00 p.m, Friday, April 15, 1994.

Should the successful bidder fail to comply with the specifications after notice of non-compliance from the County, the County reserves the right to cancel the contract.

The quantities listed are estimated, and it is not expressed or implied that these quantities be purchased.

Please address your bid to:

Honorable Everett Dean
Upshur County Judge
P. O. Box 730
Gilmer, Texas 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

The Court reserves the right to reject any or all bids.

UPSHUR COUNTY PRCT #2
GILMER, TEXAS

B I D S P E C I F I C A T I O N S

DATE:

TIME:

ITEM: One - Four (4) Wheel Drive, Rubber-tired, Front-end Loader

1:00 SPECIAL REQUIREMENTS

- 1:01 The information contained herein is intended to be descriptive and not be restrictive, of one - new articulated, rubber-tired, four (4) wheel drive, front-end loader
- 1:02 Unit is to be furnished complete with standard equipment, and to be of the manufacturers latest design
- 1:03 Bidders must indicate "yes or no" in the blank space provided, or indicate to what extent the model being offered exceeds the preferred features
- 1:04 A trade-in of one John Deere model 544-B rubber-tired loader will be considered in all bids
- 1:05 Provisions for a lease should be included with all bids, including a published interest rate, and literature on machine bid
- 1:06 All questions concerning specifications, trade-in, lease, etc., should be directed to Tommy Stanley, county commissioner, precinct #2, Upshur County, PO Box 730, Gilmer, Texas 75644, 903/ 843-3083.
- 1:07 All bids will be submitted in person or by mail to the Upshur County Auditor's office before date and time stated above. Failure to do so will cause automatic rejection of bid.

UPSHUR COUNTY PRCT #2
GILMER, TEXAS

2:00 SPECIFICATIONS AND FEATURES

- | | | |
|------|--|-----------------------|
| 2:01 | Diesel engine, six (6) cylinder, 115 net H.P. min. | <u>YES 120 H.P.</u> |
| 2:02 | 359 cu. in. displacement (minimum) | <u>YES 403 Cu. In</u> |
| 2:03 | Full powershift transmission with torque converter, Four (4) forward, three (3) reverse speeds | <u>YES</u> |
| 2:04 | Unit shall be four (4) wheel drive with inboard mounted planetaries | <u>YES</u> |
| 2:05 | Hydraulic wet disc brakes | <u>YES</u> |
| 2:06 | Park Brake | <u>YES</u> |
| 2:07 | Unit shall be equipped with 2 1/2 yard minimum loader bucket with teeth | <u>YES</u> |
| 2:08 | Unit shall be equipped with 20.5 x 25 L-2 12 ply tires | <u>YES</u> |
| 2:09 | Unit shall be equipped with the following equipment in addition to manufacturers standard equipment: | |
| | a. fully enclosed R.O.P.S. cab with tinted glass, air conditioner, heater, defroster, wipers and washers | <u>YES</u> |
| | b. two front and two rear worklights | <u>YES</u> |
| | c. tail lights, stop lights, headlights, turn signals | <u>YES</u> |
| | d. Back-up alarm system | <u>YES</u> |
| | e. Horn and slow moving vehicle emblem | <u>YES</u> |
| | f. suspension seat with seat belts | <u>YES</u> |
| | g. full vandal protection lock-up kit | <u>YES</u> |
| | h. full instrumentation which monitors all electrical, transmission, hydraulic system, engine and transmission pressures | <u>YES</u> |
| | i. loader to have return to dig and boom height control feature | <u>YES</u> |
| | j. 12 volt electrical system with 95 amp alternator | <u>NO 24V 50A</u> |

UPSHUR COUNTY PRCT #2
GILMER, TEXAS

2:09 (Continued)

- k. single lever loader control YES
- l. front and rear fenders YES
- m. electrical disconnect switch with lock-up feature YES
- n. one set rear mounted counter-weights YES

3:00 PERFORMANCE SPECIFICATIONS

- 3:01 Operating weight 22,800 lbs (minimum) YES
- 3:02 Ground clearance 14'7" (minimum) YES
- 3:03 Wheel base 114" (minimum) NO 113"
- 3:04 Height to hinge pin fully raised 12'2" YES
- 3:05 Break-out force 22,200 lbs (minimum) YES
- 3:06 Tipping load straight 17,300 lbs (minimum) YES
- 3:07 Dump clearance 45° full height 109" (minimum) YES
- 3:08 Turning radius 16'3" (maximum) 18' 7" NO (OVER TIRES)

4:00 ADDITIONAL INFORMATION

Bidder should use this space to provide any additional information or features that may have a bearing in consideration on unit being offered, warranty, etc.

DARR EQUIPMENT CO. WILL OFFER A REPURCHASE GUARANTEE WITH THE FOLLOWING

TERMS: 3 Year/3600 Hours - \$65,067.00

CONDITIONS OF THIS AGREEMENT ARE THAT DARR EQUIPMENT CO. WILL BE NOTIFIED IN WRITING AT LEAST 30 DAYS PRIOR TO THE MACHINE BEING PRESENTED FOR REPURCHASE. MACHINE WILL BE PRESENTED IN RUNNING CONDITION WITH NORMAL WEAR. MACHINE WILL BE RETURNED WITH NEW TIRES. REPAIRS NECESSARY DUE TO MISUSE, NEGLIGENCE, ABUSE OR DAMAGE CAUSED BY FIRE, THEFT, STORMS OR VANDALISM WILL BE REPAIRED AND ARE THE RESPONSIBILITY OF THE CUSTOMER AND WILL BE COMPLETED PRIOR TO ANY REPURCHASE.

5:00 EQUIPMENT REQUIREMENTS

- 5:01 The unit must meet all state and federal safety requirements YES
- 5:02 The successful bidder shall provide one (1) operators manual upon delivery of machine YES
- 5:03 All bidders will include full factory published descriptive literature to represent the actual unit bid YES
- 5:04 F.O.B. delivery point shall be:
Upshur County
Precinct #2 Barn (Hwy 155)
Gilmer, Texas YES

NOTE: Exceptions to the above specifications and requirements will be considered; but failure to note exceptions, if applicable, may result in rejection of bid.

BIDDER: DARR EQUIPMENT CO.
ADDRESS: P O BOX 540788
DALLAS, TEXAS 75354-0788
MACHINE MODEL: CATERPILLAR 928F WHEEL LOADER

SALE PRICE: \$86,909.00

less trade-in of
John Deere 544-B Loader: 5,000.00

NET SALE PRICE: 81,909.00

OPTIONAL POWER TRAIN WARRANTY
3 Years/5000 Hours ADD 1,530.00

Lease Payments:
@36 months: \$2,462.18
@48 months: 1,896.19
Interest rate: 5.5 APR

Delivery date: APPROX. JUNE 15, 1994(days)

SIGNATURE OF BIDDER:

David Wilmoth



VALUE ASSURANCE
EXTENDED POWER TRAIN WARRANTY

This warranty applies to:

Caterpillar Model _____ S/N _____

Delivered to _____ Date _____

Darr provides the following warranty on this registered Caterpillar machine from the above date until the expiration of the earlier to occur of: (1) 5000 operating hours or (2) thirty six (36) months.

EXTENDED POWER TRAIN WARRANTY

The following power train components are warranted to be free from defects in material and workmanship during the extended limited warranty period

Engine (excluding radiator, alternator, starter, compressor, and other attachments)	Torque converter	Transmission	Drive shafts
Drive axles	Universal joints	Differential	Transfer gear groups
Steering clutches/Differential steering	Drive pumps	Drive motors	Pinion and bevel gear
	Steering brakes	Final Drive gear trains (up to, but not including the sprockets)	

This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. All extended power train warranty repairs must be performed at a location designated by Darr. All machine transportation costs or field service travel expenses to and from this location shall be paid by you. This warranty does not apply to normal maintenance services (such as engine tune-up) or normal replacement of service or wear items.

There will be no charge for the scheduled oil sampling programs (SOS) new machine sampling kit and the first 12 months of samples. You are responsible for taking oil samples at designated intervals or invalidate your limited warranty.

____ (Initial)

This extended limited warranty coverage is subject to the following conditions and limitations

- (1) Replacement parts provided are warranted for the remainder of the extended warranty period applicable to the product in which installed
- (2) The machine may not be altered or modified in any manner which affects the mechanical operation as designated by Caterpillar Inc.
- (3) Machine repairs necessitated by misuse, abuse, negligence, or use of the machine beyond its rated capacities are not covered
- (4) Machines which have been substantially damaged by collision, accident, flood, fire, vandalism or similar occurrence are not covered
- (5) Delays resulting from strikes (Caterpillar, Darr, supplier, or carrier) acts of God or other occurrences beyond Darr's reasonable control are not covered
- (6) Machines physically located outside of the Darr's service territory are not covered
- (7) Failure by owner or operator to perform required service and maintenance as defined by Manufacturer's Warranty, voids coverage on said equipment
- (8) This limited warranty is non-transferable

GENERAL CONDITIONS AND LIMITATIONS

Machine transportation costs to and from the designated facility will be the customer's responsibility.

These guarantees are made by Darr Equipment Co. exclusively and are not binding on Caterpillar Inc. or any other Caterpillar dealer.

REMEDIES UNDER THE EXTENDED WARRANTY ARE LIMITED TO REPAIRS SPECIFICALLY PROVIDED. DARR SHALL IN NO EVENT BE LIABLE FOR ANY OTHER LOSSES, DAMAGES, COSTS OR EXPENSES CLAIMED BY YOU INCLUDING BUT NOT LIMITED TO LOSS FROM FAILURE OF THE MACHINE TO OPERATE FOR ANY PERIOD OF TIME, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ALL PERSONAL INJURY AND PROPERTY DAMAGE DUE TO ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY WHATSOEVER. THE EXTENDED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY DARR WHETHER EXPRESSED OR IMPLIED BY LAW WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DARR MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.

I UNDERSTAND AND AGREE WITH THE ABOVE STATED "VA" LIMITED WARRANTY

Company Authorized Signature Date

Effective with sales to the user on or after April 15, 1987

Caterpillar Warranty

CENTURY LINE MACHINES

Caterpillar warrants the following products sold by it in North, Central, and South America (excluding Brazil), the West Indies, and Hawaiian Islands to be free from defects in material and workmanship

- New earthmoving, construction, and materials handling machines, designated by Caterpillar as Century Line machines
- Attachments installed on such machines prior to delivery
- New engines for replacement use in such machines

An additional warranty against breakage is applicable to certain Caterpillar brand ground engaging tools. Refer to the Caterpillar Ground Engaging Tool Warranty Statement for this warranty.

This warranty does not apply to

- Any item Caterpillar sells that is warranted directly to the user by its manufacturer
- Caterpillar brand batteries which are covered by a different Caterpillar warranty

This warranty is subject to the following

Warranty Period The warranty period on new machines and attachments is 12 months or 1500 operating hours, whichever occurs first, starting from date of delivery to the first user.

The warranty period on new replacement engines is 6 months, starting from date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other authorized source

- Provide (at Caterpillar's choice) new, Major Component Exchange, Remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

NOTE: Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.

- Provide labor needed to correct the defect except in the case of replacement engines originally installed by other than a Caterpillar dealer or other authorized source. In that case, labor is limited to repair only, and removal and installation is the user's responsibility.

User Responsibilities

The user is responsible for

- The costs associated with transporting the machine
- Labor costs, except as stated under "Caterpillar Responsibilities"
- Local taxes, if applicable
- Parts shipping charges in excess of those which are usual and customary
- Costs to investigate complaints unless the problem is caused by a defect in Caterpillar material or workmanship
- Giving timely notice of a warrantable failure and promptly making the product available for repair

Limitations

Caterpillar is not responsible for failures resulting from

- Any use or installation which Caterpillar judges improper
- Attachments, accessory items and parts not sold by Caterpillar
- Abuse, neglect and/or improper repair
- User's unreasonable delay in making the machine available after being notified of a potential product problem

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

As used in this warranty, the term "Caterpillar" means Caterpillar Inc., Caterpillar Americas Co., Caterpillar of Canada Ltd., or Caterpillar Brasil S.A., whichever last sold the product involved.

The Upshur County Commissioner's Court will open and accept bids on Monday, April 18, 1994, at 9:00 a.m., for a rubber tire loader for precinct #2.

ATTACHED IS A COPY OF BID SPECIFICATIONS.

If you desire to place a bid, do so FOB, County Judge's office before 5:00 p.m, Friday, April 15, 1994.

Should the successful bidder fail to comply with the specifications after notice of non-compliance from the County, the County reserves the right to cancel the contract.

The quantities listed are estimated, and it is not expressed or implied that these quantities be purchased.

Please address your bid to:

Honorable Everett Dean
Upshur County Judge
P. O. Box 730
Gilmer, Texas 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

The Court reserves the right to reject any or all bids.

FILED
REX A. SHAW
COUNTY CLERK
94 APR 18 AM 11:03
L. S. ... TX.
BY _____
DEPUTY

B I D S P E C I F I C A T I O N S

DATE:
TIME:
ITEM: One - Four (4) Wheel Drive, Rubber-tired, Front-end Loader

1:00 SPECIAL REQUIREMENTS

- 1:01 The information contained herein is intended to be descriptive and not be restrictive, of one - new articulated, rubber-tired, four (4) wheel drive, front-end loader
- 1:02 Unit is to be furnished complete with standard equipment, and to be of the manufacturers latest design
- 1:03 Bidders must indicate "yes or no" in the blank space provided, or indicate to what extent the model being offered exceeds the preferred features
- 1:04 A trade-in of one John Deere model 544-B rubber-tired loader will be considered in all bids
- 1:05 Provisions for a lease should be included with all bids, including a published interest rate, and literature on machine bid
- 1:06 All questions concerning specifications, trade-in, lease, etc., should be directed to Tommy Stanley, county commissioner, precinct #2, Upshur County, PO Box 730, Gilmer, Texas 75644, 903/ 843-3083.
- 1:07 ~~All bids will be submitted in person or by mail to the Upshur County Auditor's office before date and time stated above. Failure to do so will cause automatic rejection of bid.~~

UPSHUR COUNTY PRCT #2
GILMER, TEXAS

2:00 SPEC: "TONS" AND FEATURES

2:01	Diesel engine, six (6) cylinder, 115 net H.P. min.	<u>YES</u>
2:02	359 cu. in. displacement (minimum)	<u>YES</u>
2:03	Full powershift transmission with torque converter, Four (4) forward, three (3) reverse speeds	<u>YES</u>
* 2:04	Unit shall be four (4) wheel drive with inboard mounted planetaries	<u>4WD Outboard</u>
2:05	Hydraulic wet disc brakes	<u>YES</u>
2:06	Park Brake	<u>YES</u>
2:07	Unit shall be equipped with 2 1/2 yard minimum loader bucket with teeth	<u>YES</u>
2:08	Unit shall be equipped with 20.5 x 25 L-2 12 ply tires	<u>YES</u>
2:09	Unit shall be equipped with the following equipment in addition to manufacturers standard equipment:	
	a. fully enclosed R.O.P.S. cab with tinted glass, air conditioner, heater, defroster, wipers and washers	<u>YES</u>
	b. two front and two rear worklights	<u>YES</u>
	c. tail lights, stop lights, headlights, turn signals	<u>YES</u>
	d. Back-up alarm system	<u>YES</u>
	e. Horn and slow moving vehicle emblem	<u>YES</u>
	f. suspension seat with seat belts	<u>YES</u>
	g. full vandal protection lock-up kit	<u>YES</u>
	h. full instrumentation which monitors all electrical, transmission, hydraulic system, engine and transmission pressures	<u>YES</u>
	i. loader to have return to dig and boom height control feature	<u>YES</u>
	* j. 12 volt electrical system with 95 amp alternator	<u>24 Volt 65 Amp</u>

2:09 (Continued)

k. single lever loader control	YES
l. front and rear fenders	YES
m. electrical disconnect switch with lock-up feature	YES
n. one set rear mounted counter-weights	YES

3:00 PERFORMANCE SPECIFICATIONS

3:01 Operating weight 22,800 lbs (minimum)	YES 26,391#
3:02 Ground clearance 14'7" (minimum)	YES 16'8"
3:03 Wheel base 114" (minimum)	YES
3:04 Height to hinge pin fully raised 12'2"	NO 12'1"
3:05 Break-out force 22,200 lbs (minimum)	YES 23,695#
3:06 Tipping load straight 17,300 lbs (minimum)	YES 20,045#
* 3:07 Dump clearance 45° full height 109" (minimum)	NO 107"
* 3:08 Turning radius 16'3" (maximum)	NO 17'1"

4:00 ADDITIONAL INFORMATION

Bidder should use this space to provide any additional information or features that may have a bearing in consideration on unit being offered, warranty, etc.

WARRANTY: 12 Month No Hour Limit and 24 Month Or 2,000 Hours On The Engine.

Unit Bid Is 1994 Model In Stock, Available For Immediate Delivery.

UPSHUR COUNTY PRCT #2
GILMER, TEXAS

5:00 EQUIPMENT REQUIREMENTS

- 5:01 The unit must meet all state and federal safety requirements YES
- 5:02 The successful bidder shall provide one (1) operators manual upon delivery of machine YES
- 5:03 All bidders will include full factory published descriptive literature to represent the actual unit bid YES
- 5:04 F.O.B. delivery point shall be:
 - Upshur County
 - Precinct #2 Barn (Hwy 155)
 - Gilmer, TexasYES

NOTE: Exceptions to the above specifications and requirements will be considered; but failure to note exceptions, if applicable, may result in rejection of bid.

BIDDER: Holman-Bennett-Phillips Equipment Company, Inc.
 ADDRESS: P. O. Box 8230
Longview, Texas 75607
 MACHINE MODEL: CASE 621B

SALE PRICE: \$76,990.00
 less trade-in of
 John Deere 544-B Loader: -\$10,500.00
 NET SALE PRICE: \$66,490.00

Lease Payments:
 @36 months: \$2,068.25
 @48 months: \$1,607.66
 Interest rate: 7.5

Delivery date: Two (2) (days)

SIGNATURE OF BIDDER: W. J. Tucker

B I D S P E C I F I C A T I O N S

DATE: APRIL 18, 1994

TIME: 9:00 a.m.

ITEM: One - Four (4) Wheel Drive, Rubber-tired, Front-end Loader

1:00 SPECIAL REQUIREMENTS

1:01 The information contained herein is intended to be descriptive and not be restrictive, of one - new articulated, rubber-tired, four (4) wheel drive, front-end loader

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All bids will be submitted in person or by mail to the Upshur County Auditor's office before date and time stated above. Failure to do so will cause automatic rejection of bid.

FILED
REX A. SHAW
COUNTY CLERK

94 APR 18 AM 11:02

UPSHUR COUNTY, TX.

BY _____
DEPUTY

UPSHUR COUNTY PRCT #2
GILMER, TEXAS

2:00 SPECIFICATIONS AND FEATURES

2:01 Diesel engine, six (6) cylinder, 115 net H.P. min.	YES
2:02 359 cu. in. displacement (minimum)	YES
2:03 Full powershift transmission with torque converter, Four (4) forward, three (3) reverse speeds	YES
2:04 Unit shall be four (4) wheel drive with inboard mounted planetaries	YES
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2:06 Park Brake	YES
2:07 Unit shall be equipped with 2 1/2 yard minimum loader bucket with teeth	YES
2:08 Unit shall be equipped with 20.5 x 25 L-2 12 ply tires	YES
2:09 Unit shall be equipped with the following equipment in addition to manufacturers standard equipment:	
a. fully enclosed R.O.P.S. cab with tinted glass, air conditioner, heater, defroster, wipers and washers	YES
b. two front and two rear worklights	YES
c. tail lights, stop lights, headlights, turn signals	YES
d. Back-up alarm system	YES
e. Horn and slow moving vehicle emblem	YES
f. suspension seat with seat belts	YES
g. full vandal protection lock-up kit	YES
h. full instrumentation which monitors all electrical, transmission, hydraulic system, engine and transmission pressures	YES
i. loader to have return to dig and boom height control feature	YES
j. 12 volt electrical system with 95 amp alternator	YES

2:09 (Continued)

k. single lever loader control	<u>YES</u>
l. front and rear fenders	<u>YES</u>
m. electrical disconnect switch with lock-up feature	<u>YES</u>
n. one set rear mounted counter-weights	<u>YES</u>

3:00 PERFORMANCE SPECIFICATIONS

3:01 Operating weight 22,800 lbs (minimum)	<u>23,676 lbs</u>
3:02 Ground clearance 14'7" (minimum)	<u>YES</u>
3:03 Wheel base 114" (minimum)	<u>YES</u>
3:04 Height to hinge pin fully raised 12'2"	<u>12'2.6"</u>
3:05 Break-out force 22,200 lbs (minimum)	<u>22,207 lbs</u>
3:06 Tipping load straight 17,300 lbs (minimum)	<u>17,339 lbs</u>
3:07 Dump clearance 45° full height 109" (minimum)	<u>109.8"</u>
3:08 Turning radius 16'3" (maximum)	<u>YES</u>

4:00 ADDITIONAL INFORMATION

Bidder should use this space to provide any additional information or features that may have a bearing in consideration on unit being offered, warranty, etc.

BID 544G Wheel Loader is a 1994 model

Standard Warranty is 6 months on full machine; 12 months on power-train

Extended Warranty is available at discounted rates for governmental applications.

UPSHUR COUNTY PRCT #2
GILMER, TEXAS

5:00 EQUIPMENT REQUIREMENTS

- 5:01 The unit must meet all state and federal safety requirements YES
- 5:02 The successful bidder shall provide one (1) operators manual upon delivery of machine YES
- 5:03 All bidders will include full factory published descriptive literature to represent the actual unit bid YES
- 5:04 F.O.B. delivery point shall be:
Upshur County
Precinct #2 Barn (Hwy 155)
Gilmer, Texas YES

NOTE: Exceptions to the above specifications and requirements will be considered; but failure to note exceptions, if applicable, may result in rejection of bid.

BIDDER: EAST TEXAS MACHINERY, INC.

ADDRESS: PO BOX 7389
LONGVIEW, TX 75607

MACHINE MODEL: JOHN DEERE 544G

SALE PRICE: \$75,995.00

less trade-in of
John Deere 544-B Loader: -11,050.00

NET SALE PRICE: \$64,945.00

FILED
REX A. SHAW
COUNTY CLERK
APR 18 AM 11:03

Full payout John Deere Governmental Lease w/
one payment in advance

Lease Payments:

@36 months: \$1,924.97 per month

@48 months: \$1,489.19 per month

Interest rate: 36 months - 4.5%
48 months - 5.0%

Delivery date: FIVE to TEN (days)
new 544G from factory expected on April 20, 1994.

SIGNATURE OF BIDDER: Don Peterson V.P. Gen. Mgr.

FILED
REX A. SHAW
COUNTY CLERK

94 APR 14 AM 10:04

LONGVIEW, TEX.

BY _____
DEPUTY

9926

JACK M. FINLEY, INC.
DBA PROFESSIONAL LAND TITLE SERVICES
OPERATING ACCOUNT
811A GILMER RD PH 903-297-7721
LONGVIEW, TEXAS 75604

4-13-1994 08-1379/1118

PAY
TO THE
ORDER OF

Upshur Co. Clerk

\$ 1432⁰⁰

One Thousand Four Hundred Thirty Two & 00/100 DOLLARS

	<u>plant copies copies</u>		
	<u>Rec. L.H., CHS &</u>		
	<u>F 5</u>	<u>1432.00</u>	

PROFESSIONAL LAND TITLE SERVICES
OPERATING ACCOUNT

Myra Crawford

⑈009926⑈ ⑆111913798⑆ ⑈9013423⑈

FIRST
STATE BANK
MEMBER FDIC
P.O. BOX 1432 GLADEWATER, TX 75647