Revision number: 4

Purchasing Agent: Phillip Geurtz
Phone #: 801-538-3254
Email: pgeurtz@utah.gov

Item: FRONT-END LOADER, ALL WHEEL DRIVE

Vendor: VC0000138204
Honnen Equipment Company
4055 S 500 W
Salt Lake, Utah 84123

Remit to:
5055 East 72nd. Ave
Commerce City, CO 80022

Internet Homepage: www.Honnen.com

General Contact: Dave Haymond
Telephone: 801-262-7441
Cell Phone: 801-209-2575
Fax number: 801-261-1857
Email: davehaymond@honnen.com

Reporting Type: Line Item
Brand/trade name: John Deere 544K

Price: See attached pricing; base price $125,219.00
Terms: Net 30
Effective dates: 08/18/2009 through 08/18/2014
Potential renewal options remaining: 45 days
Days required for delivery: 12 Months
Price guarantee period: Freight:
Minimum order:
Min shipment without charges:
Other conditions:

Price increase, also extended through 08/18/14.

BID NO. GL10007

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

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

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

State of Utah through the Utah Division of Purchasing and General Services will establish a two-year State Cooperative contract with three (3), 1-year renewable options. The contract shall include the option to return a loader and start another lease with a new current year model. The bid is based on a 2 3/4 yard loader minimum. The successful bidder can change equipment options on the make and model accepted in the bid in order to meet the needs of the ordering entity. The price of the equipment options shall be based on the discount applied to the published rates found in the contract. Only parts related to this loader specification are included in the bid, published rate, and resulting contract

PART 1: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.

2. Supplier shall submit with the bid to BidSync (http://www.bidsync.com), the latest detailed specifications for the equipment offered. Supplier should submit the latest literature for informational purposes only. Should you need assistance from BidSync, contact support@bidsync.com or 801-765-9245.

3. Upon delivery, unit shall be completely assembled and adjusted. All equipment, including standard and supplement equipment, shall be installed, and the unit shall be serviced and ready for continuous operations.

4. All parts not specifically mentioned, but are necessary for the unit to be complete for operation or are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality, and workmanship to accepted standards of the industry.

5. The unit provided shall meet or exceed all the Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished at the time of acceptance.

6. It is the intent of the STATE to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

7. STATE encourages all manufactures to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

8. Required measurements standard will be given in English units or the industry's standard units.

9. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

10. Requests for exception(s) to this bid must be submitted through questions and answers on BidSync. Any addenda will be issued through BidSync. Exceptions shall not be granted to requests made after the question and answer deadline.
11. The equipment shall be warranted against all defects in material and workmanship for a period of not less than 12 months. Manufacturer's standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. Warranty period shall start after auxiliary equipment has been installed. UDOT shall provide the in-service date to the manufacturer. Basic warranty shall include agreement to allow all UDOT shops to be approved to complete in-house warranty repairs at UDOT maintenance shops. The warranty shall include nothing less than parts, labor reimbursement and repetitive problems, reasonable towing, and road travel cost reimbursement. If manufacturer's standard warranty includes any additional coverage not mentioned under these requirements, the standard Warrantyalong with requirements shall be in effect.

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

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

PART II: GENERAL SPECIFICATIONS

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

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

PART III. DETAILED SPECIFICATIONS

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

Comply x Exceptions

2. Diesel Engine

2.1 The engine shall be a tier III certified- 4 cycle design with a gross hp 148, net hp 135.
2.2 Maximum speed- 2000 rpm. Peak torque @ 1200rpm.
2.3 Oil Filter- Heavy duty canister or spin-on throw away type.
2.4 Air cleaner- Heavy duty 2-stage dry type with restriction indicator.
2.5 Block heater- Shall be manufacturer standard electric with stationary receptacle.
2.6 Cold weather starting aid- Shall be equipped with one of the following: Turner electric quick start, individual cylinder glow plug or manifold pre-heater.
2.7 Exhaust- Muffler and rain cap or curved exhaust.
2.8 Engine side panels- Shall be the hinged type or one piece tilting hood.
2.9 Engine oil sampling fitting- Shall be a Titan Laboratories Model No. 001014 or equal.
2.10 Shall include a hydraulic reversing fan.

**Comply Exceptions Peak torque at 1,600 RPM**

3. Transmission

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

**Comply Exceptions**

4. Axles

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

**Comply Exceptions**

5. Steering

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

**Comply Exceptions**

6. Brakes

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

**Comply Exceptions**

7. Bucket

7.1 Type- General purpose with spill plate and bolt-on cutting edge.
7.2 Requirements- Bucket width must exceed overall tire width and loader bucket tip linkage shall be a z-bar type or approved equal
7.3 Accessories- Automatic bucket positioner, lift kick-out and return to dig.
7.4 Sealed pins and bushings- Shall be manufactures standard for all lift arms and bucket hinge points.
7.5 Controls- Shall utilize a single or dual lever control for bucket raise/lower and dump/rollback.

Comply Exceptions Tire width exceeds bucket width by .2”

8. Hydraulic System

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

Comply x Exceptions

9. Accessories

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

Comply x Exceptions

10. Capacity

10.1 The tires shall be 20.5-25 12 PL L3 radial, Goodyear or Michelin.
10.2 The bucket capacity shall be 2-314 cubic yards nominally heaped, with bolt-on cutting edge.
10.3 The operating weight shall be 25,000 lb. minimum.
10.4 The tipping load straight ahead shall be 21,800 lb. minimum.
10.5 The tipping load at a 40 degree turn shall be 18,900 lb. minimum.
10.6 The breakout force shall be 22,600 lb. minimum with cutting edge.
10.7 The dumping height shall be 108” at 45 degree dumping angle minimum.

Comply x Exceptions

PART IV. PRICING

Bidder name Honnen Equipment Co.

Make and Model quoted Deere 544K
1. **Direct Purchase**

1.1 **Direct Purchase**

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

One (1) unit $99,899.00

**L2** Direct Purchase With Optional Buy-Back

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

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

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

<table>
<thead>
<tr>
<th>Unit Amount</th>
<th>One (1) Year Buy Back Amount</th>
<th>Cost per hour over 300 hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$99,899.00</td>
<td>$133,000.00</td>
<td>$28.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Two (2) Year Buy Back Amount</th>
<th>Cost per hour over 600 hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$117,000.00</td>
<td>$28.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Three (3) Year Buy Back Amount</th>
<th>Cost per hour over 900 hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$103,000.00</td>
<td>$28.00</td>
</tr>
</tbody>
</table>

2. **Delivery Requirements:**

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

$3.00

3. **Cost Determination**

NOTE: Average monthly cost will be determined as follows:

3.1 **Direct Purchase**

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

Example:

<table>
<thead>
<tr>
<th>Purchase Price</th>
<th>$100,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Depreciation</td>
<td>( \text{Purchase Price} \times 0.80 ) \text{Useful Life}</td>
</tr>
</tbody>
</table>
$100,000 \times .80
\frac{12}{12} = $6,666.67

Annual Depreciation

$6,666.67
12 - $555.55 Monthly Depreciation

3.2 Direct Purchase With Buy-Back

The average monthly cost will be determined by subtracting the buy-back price from the purchase price and dividing that amount by the respective number of months. Monthly ownership cost will be calculated with an assumed delivery date of September 1, 2009.

The Loss of Interest on the purchase price will be calculated on the difference in the purchase price compared to the lowest purchase price offered. This will be calculated at 2 of 1 percent per month (6 percent simple interest annually).

The bid award will be calculated on the average monthly cost plus the Loss of Interest on the purchase price.

Example:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Purchase Price</th>
<th>Buy-Back Amount</th>
<th>Buy-Back Date</th>
<th>Monthly Ownership Cost</th>
<th>Loss of Interest@ (Purchase Price)</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$100,000</td>
<td>$75,000</td>
<td>January 1, 2009</td>
<td>$416.66/Month</td>
<td>($100,000-$100,000) x .06</td>
<td>$416.66</td>
</tr>
<tr>
<td>B</td>
<td>$105,000</td>
<td>$90,000</td>
<td>January 1, 2009</td>
<td>$250.00/Month</td>
<td>($105,000-$100,000) x .06</td>
<td>$275.00</td>
</tr>
</tbody>
</table>

3.3 Method of Award

3.3.1 Based on examples, the direct purchase with the buy-back from bidder "B" offers the state the lowest monthly ownership cost, and it would be this value that would be utilized to determine the low responsive bid among all bidders.

4. Percentage Discount:

4.1 The percentage discount off of published price for parts, consumables and wear items associated with the loader offered: 0% discount.

State the name of the published price pages and effective date 6 Aug 2009.

4.2 The percentage discount off of published price for equipment options associated with the loader being offered: 45%, discount.

State the name of the published price pages and effective date C-4-544K-16 Aug 09.
PART V: PARTS AND SERVICE

1. PARTS AND SERVICE

1.1 The Bidder and/or with the manufacturer of the equipment furnished shall have an authorized dealer within the state of Utah.

1.2 The authorized dealer shall have factory-trained personnel available for authorizing of warranty repairs.

1.3 The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts. Consideration will not be given to bidders unable to satisfy to the State as to the adequacy of their parts network for the availability of replacement parts.

PART VI: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. TRAINING

1.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the unit offered to STATE.

1.2 Vendor shall provide instruction on safety, operation, and preventive maintenance of the unit, after the unit has been delivered and is ready for operation but prior to payment. The instruction shall include a full demonstration of all the unit(s) functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.

1.3 LESSON PLAN: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

2. DOCUMENTATION

2.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for unit.

2.2 Operators Manual shall include start up procedure, checklist for data collection, shut down procedure, check list for winter storage and check list for return to service.

2.3 Delivery must also include one complete set of parts lists and (shop) repair manuals for each piece of equipment and ten (7) sets of shop (repair) manuals at no additional charge. CD's are acceptable for shop repair manuals. Manuals shall include blueprints on all wiring and hydraulic schematics.

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

3. ACCEPTANCE

3.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.

3.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.

3.3 the vendor will be notified-within this time frame of any unit that does not comply with the purchase order specifications.

3.4 If any unit is canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

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

PART VI: SPECIAL TERMS AND CONDITIONS

1. Non-Collusion
   By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, suppliers, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

2. Bid/Proposal Preparation Costs
   The State is not liable for any costs incurred by the offeror in bid/proposal preparation.

3. Quantity Estimates
   State does not guarantee to purchase any amount under the purchase/contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

4. Inspections
   Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods with a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

5. Non-Compete Clause
   The Contractor represents its officers and employees are free to contract with State and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts in writing, before the contract is signed, and the State will evaluate whether to continue with contract execution. State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph#13 in Attachment A—Standard Terms and Conditions and will not provide 60-day prior notice to the Contractor.

6. Price Guarantee, Adjustments
   The contract pricing resulting from this bid/proposal will be guaranteed for a one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30-days prior to the effective date. Request for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

7. Responsibility for Wages
   Contractor is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances

8. Invoicing
   Contractor shall submit invoices to State or purchasing entity:

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

   The Purchase Order or Contract number shall appear on all invoices and correspondence. Billings must be itemized identifying clearly all products or services purchased. Invoices shall be submitted in a timely manner.
In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices. State will remit payment by mail or electronic commerce.

APPENDIX A: Questionnaire

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

APPENDIX B: Buyback Contract

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

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

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

1. The equipment will be used by the Utah Department of Transportation to maintain Utah highways.

2. The equipment will be maintained in accordance with the criteria set forth in these specifications and the operator=s manual.

3. The equipment will have less than 500 operating hours per year and be in good condition at the time of the payback.

4. The equipment will be available to the successful bidder at the location of delivery upon receipt of payment to the Utah Department of Transportation.

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

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

Equipment to be purchased:

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Vehicle Identification Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deere</td>
<td>544K</td>
<td></td>
<td>Loader</td>
</tr>
</tbody>
</table>

Signed:
Successful Bidder: UDOT Equipment Operations Manager

(Signature) (Date) (Signature) (Date)

(Print Name)

(Title) Equipment Specialist

(Signature) (Date)

Corporate Name and Address

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

Specification Addendum 1

PART IV PRICING

Option One:

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

One (1) unit $ 2,659.00

FINET COMMODITY CODE(S):
76051

REVISION HISTORY: