BID SUBMITTAL FORM Alabama County Joint Bidding Program Heavy Equipment – BID ITEM: MEDIUM DUTY BACKHOE

Company Name: _WARRIOR TRACTOR & EQUIPMENT COMPANY, INC.					
Address: 6801 MCFARLAND BLVD W					
NORTHPORT, AL 35476					
Bid Submitted by:DAVID PATTERSON (Name of company representative)					
Title:SALES MANAGER E-mail address: _DAVIDP@WARRIORTRACTOR.COM_					
Phone: Fax:					
By submitting this bid, we agree:					
The equipment model number identified below meets the bid specs for this bid item.					
That the bid price will be honored for all counties for the period from Jan. 1, 2021 to Dec. 31, 2021.					
The equipment will be delivered at the bid price to all counties participating in the joint bid program.					
The company acknowledges the freight preparation and delivery price is to be included in the total bid price for the standard machine.					
The company representative listed above will be the contact person for purchasing this bid item under the joint bid program.					
The bid is accompanied by a current catalog or model specification document for the model number identified below.					
The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications.					
The bid includes the e-verify documentation required by Alabama law.					
If awarded the bid, a performance bond will be provided upon request.					
The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine.					

(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *				
Freight Preparation and Delivery: \$\frac{4,500.00}{2}\$ (Included in Standard Machine Bid Price)				
Manufacturer's Suggested Retail Price for Standard Machine: \$ 133,639.00				
Equipment Model #: JOHN DEERE 310SLHL				
Description: MEDIUM DUTY BACKHOE				
Signature of company representative submitting bid:				
Title: SALES MANAGER				

^{*} NOTE: Award will be made based on the total cost of the **Standard Machine**. The total cost of the standard machine is to include the freight preparation, delivery and standard warranty cost. Freight preparation, delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

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BID SUBMITTAL FORM: OPTION COST SHEET

By submitting this bid, we agree:	
To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine*	\$
The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine	2
Equipment Model #:JOHN DEERE 310SLHL	
Description: MEDIUM DUTY BACKHOE	
Signature of company representative submitting bid:	
Title: SALES MANAGER	

*Note: The percent difference between the Manufacturer's Suggested Retail Price Sheet (MSRP) for the standard machine as specified by these Bid Specifications and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation, delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

BID SPECIFICATION FOR MEDIUM DUTY BACKHOE

GENERAL

These specifications shall be construed as the minimum acceptable standards for a medium duty loader/backhoe. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturer's equipment. The medium duty loader/backhoe must be new current production model and shall meet all EPA and other applicable standards at the time of manufacture.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of counties participating in the joint bid.

BID SUBMITTAL FORM

Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

BID PRICE

The bid price shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

MANUALS

Each unit will be provided with one (1) copy of the operator's manual(s) and one (1) copy of the current parts manual(s). Units will not be accepted for delivery until the manuals as outlined above are received by the purchaser.

REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 7,500 hours for the piece of equipment bid. If replacement parts are not delivered within three (3) working days of an order being placed, the bidder will deliver an equivalent machine for the county to use at no cost to the county until such time as the parts are delivered to the county so that it can affect repairs to its machine.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty. Warranty shall include service response time of maximum of 36 hours within notification by county.

YesX No_	
Page#	_
or	
Attachment_	ATTACH

ENGINE Four Cylinder, four stroke cycle, minimum 268 cubic inch diesel engine, capable of developing a minimum of 93 NET flywheel horsepower with turbo charger.	Yes <u>X</u> No
Engine must be designed and built by the machine manufacturer.	Page #22 Yes _XNo Page #22
STARTING SYSTEM Shall be equipped with a 12-volt electrical system, heavy duty starting motor.	Yes <u>X</u> No Page #_23
TRANSMISSION Power shuttle transmission.	Yes <u>X</u> No Page #_22
Minimum of 4 speeds forward and 3 reverse speeds.	Yes <u>X</u> No Page #22
Minimum Travel Speed: 25 mph **24.9MPH**	Yes <u>X</u> No Page #_22
CONTROLS AND HYDRAULICS Full hydraulic two (2) lever controls with load sensing hydraulic system.	Yes <u>X</u> No Page #22
Min. backhoe hydraulic flow 42 gpm with Axial-Piston pump.	Yes <u>X</u> No Page #_22
FRONT END LOADER Loader Bucket 1.20 min. cubic yard heavy duty	Yes <u>X</u> No Page #_25
Loader Breakout Force (lbs.) 11,100 lbs.	Yes <u>X</u> No Page #_25
Loader Lift Capacity Max. Height – 7,200 lbs.	Yes <u>X</u> No Page #25
BACKHOE – TWO LEVER CONTROL SYSTEM (FIXED LENGTH DIPPER STICK) Backhoe Bucket 24"- General Purpose	Yes X No Page #_ATTACH & 25
Bucket Breakout Force (lbs.) 14,400 lbs.	Yes <u>X</u> No Page # <u>24</u>
Backhoe Stick Digging Force (lbs.) – 9,500 lbs.	Yes X No Page #24

Backhoe Maximum Digging Depth 14 ft. 2 in.	Yes <u>X</u> No Page # <u>24</u>
Boom Lift @ 12 ft. (lbs.) – 2,800 lbs.	Yes <u>X</u> No Page #_ 25
BRAKES Service Brakes – Hydraulic Wet Disk	Yes X No Page #_22
Parking Brake	Yes <u>X</u> No Page # <u>22</u>
FRONT AXLE Standard 2-wheel drive	Yes <u>X</u> No Page #23
TIRES AND OUTRIGGERS Reversible type for use on both paved and non-paved surfaces.	Yes <u>X</u> No <u> </u>
Minimum 19.5L-24/10 PR Rear Tires and Wheels.	Yes <u>X</u> No Page # <u>23</u>
Minimum 12.5/80-18/10PR Front Tires and Wheels.	Yes <u>X</u> No Page #23
FUEL TANK Minimum Capacity 37 Gallons	Yes <u>X</u> No Page # <u>23</u>
OPEN ROPS CANOPY	Yes X No Page # ATTACH
OIL ANALYSIS To be included at no cost of the duration of the warranty period selected at intervals recommended by the manufacturer's warranty and maintenance schedule.	Yes <u>X</u> No Page #
WEIGHT (STANDARD OPERATING) The factory specified operating weight only. No additional weights may be added for the purpose of meeting these specifications. Minimum 16,000 pounds SAE standard	Page #
with 2-wheel drive and ROPS canopy.	Yes <u>X</u> No Page # 23

SAFETY DEVICES

Include a fire extinguisher that meets current minimum OSHA requirements complete with Mounting hardware installed on the machine.

Yes X_ No __ Page #_ATTACH

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	¥			

310SL HL BACKHOE LOADER

31-Aug-2020



Code	Description		
0A81T	310SL HL BACKHOE LOADER	1	\$122,935.00
	Option Codes		
2401	English Decals with English Operator and Safety Manu	1	No Added Cost
	English decals installed and English operator's manual. Requires engine code 1065.		
170C	JDLink Ultimate 5 Year Subscription	1	No Added Cost
	enabling automatic data transfer from TimberMatic and Waratah H1 TimberManager and MyJohnDeere, supporting TimberOffice 5 Softw now includes Limited Internet features supporting optional ForestSig advance mapping systems and Remote Display Access (RDA) featuremViewer applications. JDLink utilizes cellular and satellite technoloutside the control of John Deere. Changes to that infrastructure mapurchase compatible JDLink hardware to restore functionality. Included Annual subscription renewal required after 5 years for continued fur account must be created to access JDLink Ultimate data. Go to www.renew.or.update.JDLink subscriptions. Use of this service, and all right Deere and the Customer (as identified in the applicable agreement), and conditions outlined in the applicable Services and Software agr. www.JohnDeere.com/Agreements. If these terms and conditions are proceed and do not use the service.	ware. Add ght Solut res supp ology infi ay require ides 5 ye. nctionality w.Stellar ghts and are gove eements e not agr	ditionally, Ultimate ions such as orted by rastructure that is e customers to ar subscription. y. JDLink customer Support.com to obligations of John erned by the terms available at eeable do not
3025	2 Wheel Drive Autoshift Transmission	1	-\$8,406.00
	With AutoShift 5F/3R Transmission. Autoshift can turned on/off in the SSM. When Autoshift if off, Backh Powershift transmission.	oe will o _l	perate with

2015	Canopy (ROPS/FOPS)	1	No Added Cost
	Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3 J1040) Molded roof. Molded floor mats is optional. Keyless Start. Deluxe Mechanical Suspension Deluxe, Vinyl, Swivel Seat with Lumi Rests, Fully Adjustable. 3 In. Retractable Seat Belt. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflectors	bar Adjus	
4446	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 12PR F Requires axle code 3025. Rear tire chains require wheel spacers (AT347522).	1	\$66.00
8635	Single Maintenance Free Battery With Disconnect and 175 Minute Reserve Capacity (950 CCA) Recommended for use in ambient temperatures ABOVE 32 degrees	1 s F (0 degr	\$257.00 ees C).
6010	Standard Dipperstick Includes extended stabilizer legs.	1	No Added Cost
6210	No Auxiliary	1	No Added Cost
5285	Pilot Controls, Two Lever, with Pattern Selection Proportional Auxiliary control and extendable dipperstick control in levers.	1 tegrated i	\$2,665.00 nto pilot control
5400	Less Coupler - Less Thumb If ordering with thumb, must order option code 5401.	1	No Added Cost
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. Bucket includes TK Teeth.	1	\$1,370.00
7645	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) Wide Heavy Dut	1	\$3,424.00
7025	Two-Function Loader Hydraulics, Single Lever Single lever loader control with electric clutch disconnect and mom	1 nentary Mi	No Added Cost
8415	Heavy-Duty Bumper - For Machines Without a Front C	1	\$223.00

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John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine

1

\$11,105.00

With Net Peak Power of 113 Hp.

For use only in areas where EPA Final Tier 4/EU Stage IV is required.

Turbocharged.

Wet Sleeve Cylinder Liners.

4 Valves / Cylinder.

Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible.

Serpentine Belt with Automatic Belt Tensioner.

Enclosed Safety Fan Guard.

Vertical Spin-On Engine Oil Filter.

Spin-On Fuel Filter with Water Separator.

Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve.

Underhood Catalysts with Vertical Curved Exhaust Stack.

Passive flow-through Exhaust Aftertreatment system Glow plugs.

Electronically controlled, variable-speed cooling fan.

Total

\$133,639.00

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



Current Date 31Aug2020

310SL HL BACKHOE LOADER

310SL HL Standard Equipment **ENGINE:** John Deere PowerTech Plus 4.5L Turbocharged 4-Cylinder Engine Serpentine Belt with Automatic Belt Tensioner Vertical Spin-On Engine Oil Filter Primary and Secondary Spinon Fuel filter with Water Separator Dual Safety Element Dry-Type Air Cleaner With **Evacuator Valve** Vertical Curved Exhaust Stack COOLING SYSTEM: **Engine Radiator** Engine Coolant -40 Degrees F (-40C) Coolant Recovery Tank with Low Level Indicator Cooling Fan with Fan Guard Oil-to-Water Engine Oil Cooler Oil to Air Hydraulic Oil Cooler Oil to Water Transmission Oil Cooler Fold-Out Hinged Cooling System High Ambient Temperature **Engine Coolant** POWERTRAIN: Powershift Transmission with **Torque Converter** Auto-Shift Feature (On/Off) Vertical Spin-on Transmission Filter Single Electric Transmission Control Lever (Forward/Neutral/Reverse)

with integrated gear

Electronic Transmission

selection & horn

HYDRAULICS: 42 GPM (159 L/m) Axial Piston Pump - Closed Center / PCLS Hydrualic System **Dedicated Hydraulic** Reservoir 6 Micron Vertical Spin-On Filter "O" Ring Face Seal Connectors Circuit Relief Valve Protection Economy Mode Auto Idle Lift Mode Provides up to 15% Additional Cranning Capacity **BACKHOE:** 15 Ft. 0 In. (4.57 m) Digging Depth (Extendible Dipperstick, Retracted) Backhoe Transport Lock Lever Swing Locking Pin Stored in Op. Station Hydraulic Pilot Controls Reversible Pad Stabilizer Feet with integrated lock Stabilizer Two-Direction Anti-Drift Valves Less Bucket with Bucket Pins Backhoe boom includes mounting hole for optional boom protection plate. LOADER:

Return-To-Dig Feature

Bucket Level Indicator

Single Lever Control with

spill)

Hydraulic Self-Leveling (anti-

Seat, Deluxe Deep Foam, Vinyl Cover, High Back with Adjustable: Suspension for Weight/Height Fore-Aft Lumbar Adjustments Flip-up Arm Rests 3 In. Orange Seat Belt with Retractor Tilt Steering **Engine Coolant Temperature** Gauge Fuel Gauge Transmission Oil Temperature Gauge Electric Monitor System with Audible and Visual Warning: Air Cleander restriction Low Alternator Voltage **Engine Coolant Temperature** Engine Oil Pressure & Temperature Hydraulic Filter Restriction Low Brake Pressure Seat Belt Indicator Transmission Oil Temperature Fuel Hourmeter / Tachometer / Voltmeter Machine Diagnostics Sealed Switch Module **Keyless Start** Machine Security Horn (1-FNR, 1- Side Console) Interior Rearview Mirror Rotary Hand Trottle Suspended Foot Throttle 12 Volt Outlets (1) Operator's Manual Storage Compartment Integrated Cup Holder with Electric Clutch Cut-off Switch

SAE J185)

Controller with On-board **Diagnostics** Rigid Mounted Rear Axle with 4-Planet Final Drive Differential Lock, Foot Switch Activated, Protection On/Off Mechanical Limited Slip Front 12 Volt System Wheel Drive Hydrostatic Power Steering with Emergency Manual Mode Power-Assisted Hydraulic Service Brakes Inboard, Wet Disc, Self-Adjusting and Self-Equalizing (Conforms to ISO 3450) Power-Assisted Hydraulic Service Brakes Inboard, Wet Disc, Self-Adjusting and Self-Equalizing (Conforms to ISO 3450) Parking/Emergency Brake: Independent of Service Brakes (Conforms to ISO 3450) Spring Applied, Hydraulically Released, Wet Multi-Disc

Less Bucket with Bucket Pins

Loader Boom Service Lock High-Visibility Loader Arms **ELECTRICAL:** 145 Amp Alternator (4) Front Drive/Work, (4) Rear Work and (2) side docking halogen lights (32,500 Candlepower Each) (2) Front and (2) Rear Turn Signal/Flashing (2) Rear Stop and Tail (2) Rear Reflectors Single Battery with 180 Minute reserve Capacity and 925 CCA Blade Type Multi-Fused Circuits By-Pass Start Safety Cover on Starter Positive Terminal Battery Cover OPERATOR STATION: Modular-design ROPS/FOPS (Level 2) canopy with molded roof (meets ISO 3449 and ISO 3471/SAE J1040): Isolation mounted Left and Right Side Access Slip Resistant Steps and Ergonomically Located

Form Fitting Rubber Insert Lockable Right-Side Storage Coat Hook **OVERALL VEHICLE:** (2) Front and (2) Rear built-In tie Downs One Piece Unitized Construction Mainframe Extended Grille Frame Dent Resistant Rear Fenders Vandal Protection Locking for: **Engine Hood** Monitor Tool Box Hydraulic Reservoir 34 Gal. (128.7 L) Fuel Tank Reverse Warning Alarm 19.5L - 24 In. 12 PR (R4) Tubeless Rear and 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires Ground Level Fueling Remote Grease Bank for Front Axle Tilt Hood with (2) Service Positions JDLink Ultimate in Approved Countries

Price

\$122,935.00

Required - You must select one from each category

BASE MACHINE

Description	Code
310SL HL BACKHOE LOADER	0A817

Handholds (Conforms to

OPERATOR'S MANUAL AND DECALS

Description	Code	Price
English Decals with English Operator and Safety Manuals	2401	No Added Cost
English decals installed and English operator's manual. Requires engine code 1065.		
English Decals with Spanish Decals and Manuals Separate	2403	No Added Cost

English decals installed with Spanish decal packet included with English

and Spanish operator's manual. Requires engine code 1065.

English Decals with French Decals and Manuals Seperate

2404 No Added Cost

English decals installed with French decal packet included with English and French operator's manual.

Requires engine code 1065.

MACHINE CONNECTIVITY

Machine connectivity functions require cellular coverage. Usage of JDLink System requires customer's acceptance of the terms of the John Deere Telematics System Contract.

Option availability limited by specific geographical regions. Please refer to region specific price pages for appropriate ordering codes.

Description

Code

Price

JDLink Ultimate 5 Year Subscription

170C No Added Cost

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and now includes all Ultimate Connectivity features - Wireless Data Transfer (WDT) enabling automatic data transfer from TimberMatic and Waratah H16 Measuring Systems to TimberManager and MyJohnDeere, supporting TimberOffice 5 Software. Additionally, Ultimate now includes Limited Internet features supporting optional ForestSight Solutions such as advance mapping systems and Remote Display Access (RDA) features supported by TeamViewer applications. JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

JDLink Ultimate Cellular - 5 Years 28 Day

170D No Added Cost

Includes JDLink hardware: integrated cab wiring harness, antenna, 4G LTE modular telematics gateway (MTG), Wi-Fi data transfer, Blue Tooth capability and JDLink Ultimate activation.

JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality.

Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.

Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and now includes all cellular dependent Ultimate Connectivity features - Wireless Data Transfer (WDT) enabling automatic data transfer from TimberMatic and Waratah H16 Measuring Systems to TimberManager and MyJohnDeere, supporting TimberOffice 5 Software. Additionally, Ultimate Dual now includes Limited Internet features supporting optional ForestSight Solutions such as advance mapping systems and Remote Display Access (RDA) features supported by TeamViewer applications when cellular signal is available. JD Link Ultimate Dual works with the 4G LTE MTG to automatically transmit compressed summary data over a satellite network when a cellular network is not available. JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.

Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

FRONT AXLE AND TRANSMISSION

Description	Code	Price
2 Wheel Drive Autoshift Transmission	3025	(\$8,406.00)
With AutoShift 5F/3R Transmission. Autoshift can turned on/off in the SSM. When Autoshift if off, Backhoe will operate with Powershift transmission.		
Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission	3095	No Added Cost
5F/3R Autoshift Transmission. Autoshift can turned on/off in the SSM. When Autoshift if off, Backhoe will operate with Powershift transmission.		

OPERATOR'S STATION

Description	Code	Price
Canopy (ROPS/FOPS)	2015	No Added Cost
Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Molded floor mats is optional. Keyless Start.		
Deluxe Mechanical Suspension Deluxe, Vinyl, Swivel Seat with Lumbar		

3 In. Retractable Seat Belt.
(2) front driving/working halogen lights - 32,500 Candlepower Each
(2) rear working halogen lights - 32,500 Candlepower Each

(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof

(4) turn signal/flashing/rear stop/tail lights - 2 front and rear

Adjustment and Arm Rests, Fully Adjustable.

(2) rear reflectors

2035 \$13,243.00

Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof.

Tinted safety glass.

Deluxe interior trim.

Headliner.

Molded floor mats.

Less radio (Cab includes power connector for radio and threaded bosses

for mounting brackets - see radio kit installation instructions).

Air Conditioning 26,000 BTU.

CFC free R134a refrigerant.

Heater/defrosters/pressurizer, 40,000 BTU, 10 speed.

Deluxe Mechanical Suspension, Cloth, Swivel Seat with Lumbar

Adjustment and Arm Rests, Fully Adjustable.

Keyless Start.

3 inch Orange Seat Belt with retractor.

Tilt Steering Wheel.

Interior Rearview Mirror.

Front 2-speed wiper with windshield washer and rear 1-speed wiper.

(2) front driving/working halogen lights - 32,500 Candlepower Each

(2) rear working halogen lights - 32,500 Candlepower Each

(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of

(4) turn signal/flashing/rear stop/tail lights - 2 front and rear

(2) rear reflector

See Order As Desired codes for additional Cab options not included in standard Cab (i.e. Air Suspension Seat, Radio, Sun Visor).

WHEELS AND TIRES

Orders with custom codes are exempt from order response targets. Not all custom codes may be published. If there are specific configuration needs that you don't see available, please contact Dealer Marketing Assistance Center (DMAC): (563) 589-6660.

Description For use with MFWD	Code	Price
Galaxy 580 Radial - 500/70R24 Rear & 340/80R18 Front	4484	\$2,246.00
Requires axle code 3095. Rear tire chains require wheel spacers (AT347522). Tire designed for hard surface roading and snow.		
Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front	4466	\$1,389.00
Requires axle code 3095. Rear tire chains require wheel spacers (AT347522).		
Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	4464	No Added Cost
Requires axle code 3095. Rear tire chains require wheel spacers (AT347522).		
Firestone 21L - 24 12PR & 12.5/80-18 12PR Traction Sure Grip Lug, Front	4891	\$1,980.00
92 Inches (2.33 M) overall width. Requires axle code 3095. Rear tire chains require wheel spacers (AT347522).		
Michelin Radial - 500/70 R24 XMCL Rear & 340/80 R18 XMCL Front	4782	\$3,671.00

85 in. (2.16 m) overall width.

Requires axle code 3095. Rear tire chains require wheel spacers (AT347522). Tire designed for hard surface roading and snow.		
Firestone 19.5L - 24 In. 10 PR (R4) Tubeless Rear & 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires	4781	\$621.00
86 in. (2.18 m) overall width. Requires axle code 3095. Rear tire chains require wheel spacers (AT347522).		
Galaxy 550 Radial - 500/70R24 Rear & 340/80R18 Front	4482	\$3,101.00
Requires axle code 3095. Rear tire chains require wheel spacers (AT347522). Tire designed for hard surface roading and snow.		
Custom Code - Galaxy 21L 24 in. 12 PR Rear on HD Rim & 12.5/80-18 10PR Front	44G6	\$1,134.00
Requires axle code 3095. Rear tire chains require wheel spacers (AT347522).		
Custom Code - Goodyear 16.9 x 28 10PR R-4 TL IT525 with 12.5/80 x 18 14PR I-3	47D8	\$1,002.00
Requires axle code 3095. Rear tire chains require wheel spacers (AT347522).		
For use with 2 Wheel Drive		
Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 12PR Front	4446	\$66.00
Requires axle code 3025. Rear tire chains require wheel spacers (AT347522).		
Galaxy 19.5L - 24 in. 12 PR Rear & 14.5/75-16.1 16PR Front	4450	\$442.00
Requires axle code 3025. Rear tire chains require wheel spacers (AT347522).		
Custom Code - 19.5L X 24 10 PR Softrac II R-3 TURF (GY) w/ 12.5/80-18 12PR (Galaxy)	42C0	\$1,134.00
Requires code 3025. Rear tire chains require wheel spacers (AT347522).		
Custom Code - ALLIANCE 550 RADIAL 2WD - 550/70R24 REAR w/ 340/80R18 FRONT	44D2	\$3,247.00
Requires code 3025. Rear tire chains require wheel spacers (AT347522).		
Custom Code - Goodyear 16.9/28 10PR R-4 TL IT525 w/ 12.5/80 x 18 14PR I-3.	47D6	\$603.00
44 Lugs/rear tire. Sure Grip Lug front tires. This tire is for 2WD only. Rear tire chains require wheel spacers (AT347522).		
Galaxy 21L 24 12PR Rear & 12.5/80-18 12PR Front	4444	No Added Cost

Requires axle code 3025. Rear tire chains require wheel spacers (AT347522).

Galaxy 21L 24 12PR Rear & 14.5/75-16.1 16PR Front

4452 No Added Cost

Requires axle code 3025. Rear tire chains require wheel spacers (AT347522).

BATTERIES

Description Single Maintenance Free Pattery	Code 8625	Price No Added Cost
Single Maintenance Free Battery	8023	No Audeu Cost
175 Minute Reserve Capacity (950 CCA) Recommended for use in ambient temperatures ABOVE 32 degrees F (0 degrees C).		
Single Maintenance Free Battery With Disconnect and Jump Post	8635	\$257.00
175 Minute Reserve Capacity (950 CCA) Recommended for use in ambient temperatures ABOVE 32 degrees F (0 degrees C).		
Dual Maintenance Free Batteries	8675	\$287.00
350 Minute Reserve Capacity (1900 CCA). Recommended for temperatures below 32 degrees F (0 degrees C).		
Dual Maintenance Free Batteries With Disconnect and Jump Post	8685	\$544.00
350 Minute Reserve Capacity (1900 CCA). Recommended for use in ambient temperatures BELOW 32 degrees F (0 degrees C).		

BACKHOE DIPPERSTICK

Description	Code	Price
Standard Dipperstick	6010	No Added Cost
Includes extended stabilizer legs.		
Extendible Dipperstick	6020	\$8,365.00
Extended stabilizer legs.		

BACKHOE AUXILIARY HYDRAULICS

Description No Auxiliary	Code 6210	Price No Added Cost
Auxiliary Hydraulic with One Way Flow (Hammer) Includes plumbing to end of dipperstick.	6220	\$4,087.00
Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	6230	\$6,225.00
Includes factory installed plumbing to end of dipperstick for one and two way flow valve.		

BACKHOE CONTROLS

Description	Code	Price
Pilot Controls, Two Lever, with Pattern Selection	5285	\$2,665.00
Proportional Auxiliary control and extendable dipperstick control integrated into pilot control levers.		

BACKHOE QUICK COUPLERS

Description	Code	Price
Less Coupler - Less Thumb	5400	No Added Cost
If ordering with thumb, must order option code 5401.		
Less Coupler - Thumb Ready	5401	No Added Cost
Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 9230 - 37 inch tine.		
DEERE Standard Quick Coupler - Less Thumb	5410	\$1,465.00
If ordering thumb, must order option 5411 or 5412. For use with 310SE, SG, SJ, SK, SL; 410E, G, J, K, L backhoe buckets. Not compatible with 310E, G, J, K, L Series Backhoe Buckets.		
DEERE Standard Quick Coupler - 37 Inch Thumb Ready	5411	\$1,465.00
Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 9230 - 37 inch tine. For use with 310SE, SG, SJ, SK, SL; 410E, G,J, K, L backhoe buckets. Not compatible with 310E, G, J, K, L Series Backhoe Buckets.		
DEERE Standard Quick Coupler - 42 Inch Thumb Ready	5412	\$1,465.00
Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 9235 - 42 inch tine. For use with 310SE, SG, SJ, SK, SL; 410E, G,J, K, L backhoe buckets. Not compatible with 310E, G, J, K, L Series Backhoe Buckets.		
Multi-Brand Quick Coupler - Less Thumb	5420	\$1,637.00
If ordering coupler with thumb, requires option code 5421 or 5422. For use with DEERE C, D, SE, SG, SJ, SK, SL & SL HL Series buckets and with Case K, L, M and CAT C Series Buckets. Not for use with 710 Buckets. Not compatible with Case N-Series.		
Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.		
Multi-Brand Quick Coupler - 37 Inch Thumb Ready	5421	\$1,637.00
Includes factory installed thumb cylinder mounting ears installed onto		

Includes factory installed thumb cylinder mounting ears installed onto dipper.

If factory installed thumb option required, order code 9230 - 37 inch tine. For use with DEERE C, D, SE, SG, SJ, SK, SL & SL HL Series buckets and with Case K, L, M and CAT C Series Buckets.

Not for use with 710 Buckets.

Not compatible with Case N-Series.

Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.		
Multi-Brand Quick Coupler - 42 Inch Thumb Ready Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 9235 - 42 inch tine. For use with DEERE C, D, SE, SG, SJ, SK, SL & SL HL Series buckets and with Case K, L, M and CAT C Series Buckets. Not for use with 710 Buckets. Not compatible with Case N-Series. Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.	5422	\$1,637.00
Top Hook Quick Coupler - Less Thumb If ordering with thumb, requires option code 5432. For use with DEERE Top Hook Coupler bucket option codes 5630 or 5660 and CP or Pre-XLS Wain Roy Top Hook Bucket.	5430	\$1,353.00
Top Hook Quick Coupler - 42 Inch Thumb Ready Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 9235 - 42 inch tine. Only Compatible with DEERE Top Hook Coupler bucket option code 5660 and CP or Pre-XLS Wain Roy Top Hook Bucket.	5432	\$1,353.00
New Series Multi-Brand Quick Coupler - Less Thumb If ordering with thumb, requires option code 5441 or 5442. For use with CAT D,E, F, Case K-L-M, and DEERE SE, SG, SJ, SK, SL & SL HL Series backhoe buckets except high-capacity buckets and 710 buckets. Not compatible with Case N-Series.	5440	\$1,684.00
New Series Multi-Brand Quick Coupler - 37 Inch Thumb Ready Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 9230 - 37 inch tine. For use with CAT D,E, F, Case K-L-M, and DEERE SE, SG, SJ, SK, SL & SL HL Series backhoe buckets except high-capacity buckets and 710 buckets. Not compatible with Case N-Series.	5441	\$1,684.00
New Series Multi-Brand Quick Coupler - 42 Inch Thumb Ready Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 9235 - 42 inch tine. For use with CAT D,E, F, Case K-L-M, and DEERE SE, SG, SJ, SK, SL & SL HL Series backhoe buckets except high-capacity buckets and 710 buckets. Not compatible with Case N-Series.	5442	\$1,684.00
Rear Hydraulic Coupler for Pin-on Buckets - Less Thumb If ordering coupler with thumb, requires code 5462. For use on 310SL, 310SL HL, and 410L with a Serial Number of 303524 and Higher. For use with DEERE SE, SG, SJ, SK, SL & SL HL Series pin-on buckets and 410E, G, J, K, and L Series pin-on buckets.	5460	\$7,718.00

16BH17 for bucket compatibility and SSM information.	ו	
Rear Hydraulic Coupler for Pin-on Buckets - 42 Inch		5462

Rear Hydraulic Coupler for Pin-on Buckets - 42 Inch Thumb Ready	5462	\$7,718.00
Includes factory installed thumb cylinder mounting ears installed onto		
dipper. If factory installed thumb option required, order code 9235 - 42 inch tine. For use on 310SL, 310SL HL, and 410L with a Serial Number of 303524 and Higher. For use with DEERE SE, SG, SJ, SK, SL & SL HL Series pin- on buckets and 410E, G, J, K, and L Series pin-on buckets. Not for use with Top Hook Buckets. Reference Bulletins 17BH09 and 16BH17 for bucket compatibility and SSM information.		
Rear Spring Type Quick Coupler - Less Thumb	5480	\$3,362.00
If ordering coupler with thumb, requires code 5482.	v	
For use with DEERE SE, SG, SJ, SK, SL & SL HL Series pin-on buckets and 410E, G, J, K, and L Series pin-on buckets. Not for use with Top Hook Buckets. Reference Bulletin 17BH09 for bucket compatibility information.		
Rear Spring Type Quick Coupler - 42 Inch Thumb Ready	5482	\$3,362.00
Includes factory installed thumb cylinder mounting ears installed onto		
dipper. If factory installed thumb option required, order code 9235 - 42 inch tine.		
For use with DEERE SE, SG, SJ, SK, SL & SL HL Series pin-on buckets and 410E, G, J, K, and L Series pin-on buckets. Not for use with Top Hook		
Buckets. Reference Bulletin 17BH09 for bucket compatibility information.		

BACKHOE BUCKETS

For Deere buckets: All buckets include lift holes.

Description Less Backhoe Bucket with Bucket Pins	Code 5600	Price No Added Cost
12" (305 mm) Wide Bucket, 3.3 Cu. Ft. (0.09 Cu. M.) Capacity Buckets	5616	\$1,131.00
Bucket includes TK Teeth.		
18" (457 mm) Wide, Heavy-Duty, 5.1 Cu. Ft. (0.14 Cu. M.) Capacity Bucket	5626	\$1,345.00
Bucket includes TK Teeth.		
Top Hook 18" (457 mm) Wide, Heavy-Duty, 5.1 Cu. Ft. (0.14 Cu. M.) Capacity Coupler Bucket	5630	\$1,313.00
Bucket includes TK Teeth. Requires Code 5430 Top Hook Coupler.		
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	5656	\$1,370.00
Bucket includes TK Teeth.		
24" (610 mm) Wide, Severe-Duty, 7.5 Cu. Ft.(0.21 Cu. M.) Capacity Bucket	5658	\$1,801.00

Bucket includes TK Teeth.		
Top Hook 24" (610 mm) Wide, Heavy-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Coupler Bucket	5660	\$1,820.00
Bucket includes TK Teeth. Requires Code 5430 Top Hook Coupler.		
24" (610 mm) Wide, Heavy-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Bucket	5676	\$1,875.00
Bucket includes TK Teeth.		
24" (610 mm) Wide, Severe-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Bucket	5678	\$2,050.00
Bucket includes TK Teeth.		

LOADER BUCKETS

Loader Buckets include Skid Plates and Lift Hooks unless stated otherwise.

Description	Code	Price
Less Loader Bucket with Pins for Buckets or Front Attachments	7600	No Added Cost
Old Style pins will be necessary with older buckets and attachments.		
Pin-On Loader Buckets		
Not compatible with 7035 and 7085 Loader Hydraulics.		
1.12 Cu. Yd. (0.86 Cu. M.) Heavy-Duty 86 in. (2.18 m) wide Bucket with Bolt-On Cutting Edge and Skid Plates	7635	\$3,264.00
1.25 Cu. Yd. (.96 Cu. M.) 86 in. (2.18 m) Wide Long Lip Bucket with Bolt On Cutting Edge and Skid Plates	7641	\$3,110.00
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) Wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates		\$3,424.00
1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) Wide, Multipurpose Bucket with Bolt On Teeth	7687	\$7,200.00
Requires Code 7075 or 7080, Auxiliary Loader Hydraulic. Includes reversible cutting edge for moldboard and back of clamshell. Includes mounting ears for flip-over forks. Includes two lift holes. Includes skid plates.		
Wide Multipurpose Bucket	7685	\$7,593.00
1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m). Requires Code 7080, Aux. Loader Hydraulic Includes reversible bolt-on cutting edge and skid plates. Includes reversible cutting edge for moldboard and back of clamshell. Pre-drilled for eight teeth - Order teeth from parts. Includes two lift holes.		
Custom Code - 1.30 CU YD MP Bucket with BOCE (4-in-1)) 76A1	\$7,285.00

and Flip over Fork Kit - Installation Ready

Requires 7075 or 7080.

Flip over forks not included. Please order field kit: AT366494.

1.5 Cu. Yd. (1.15 Cu. M.), 92 in. (2.34 m.) wide Heavy Duty Long Lip Bucket with Bolt-On Cutting Edge and Skid Plates

7655

\$3,667.00

92 in. (2.34 m.) wide.

Includes reversible bolt-on cutting edge and skid plates.

Includes reversible bolt-on cutting edge and skid plates.

Includes two lift holes.

Coupler Loaders Buckets

Requires codes 7035 or 7085 Loader Coupler

Less Coupler Bucket	7605	No Added Cost
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edge and Skid Plates	7650	\$3,522.00
1.32 Cu. Yd.(1.0 Cu. M.), 92 in.(234 mm) wide Multipurpose Coupler Bucket	7690	\$7,821.00
Requires Code 7085, Aux. Loader Coupler Hydraulics. Requires Code 8415, Counterweight. Cannot be used with code 8475 or 8485 Counterweight. Includes reversible bolt-on cutting edge and skid plates. Includes reversible cutting edge for moldboard and back of clamshell. Pre-drilled for eight teeth - Order teeth from parts. Includes two lift holes.		
1.5 Cu. Yd.(1.15 Cu. M.), 92 in.(2.34 m.) wide Heavy Duty Long Lip Coupler Bucket w/ Bolt-On Cutting Edge & Skid Plates	7660	\$3,667.00
92 in. (2.34 m.) wide.		

LOADER CONTROLS

All selections come with Return to Dig feature.

Includes two lift holes.

Description Two-Function Loader Hydraulics, Single Lever	Code 7025	Price No Added Cost
Single lever loader control with electric clutch disconnect and momentary MFWD.		
Loader Coupler, 2-Function Hydraulics, Single Lever Includes Auto Ride Control, option 9115. Single lever loader control with electric clutch disconnect and momentary MFWD.	7035	\$6,829.00
Will accept G, J, K and L-Series loader coupler buckets Three-Function Loader Hydraulics, Single Lever	7080	\$3,268.00

Single lever loader control with electric clutch disconnect, momentary MFWD, transmission quick-shift, and electro-hydraulic auxiliary control. For multi-purpose bucket and front attachments. Includes valve with circuit relief and 5 In. (12.7 mm) hoses and steel lines to loader cross tube.

Loader Coupler, 3-Function Hydraulics, Single Lever	7085

Single lever loader control with electric clutch disconnect, momentary MFWD, transmission quick-shift, and electro-hydraulic auxiliary control. For multi-purpose coupler bucket and front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines

to loader cross tube.

Will accept G, J, K, and L-Series loader coupler buckets.

Custom Code - Loader Coupler Configuration, 3-Function Hydraulics, Single Lever (Less Coupler)

70B6 \$7,407.00

\$9,974.00

Single lever loader control with electric clutch disconnect, momentary MFWD, transmission quick-shift, and electro-hydraulic auxiliary control. Does not include the coupler.

For multi-purpose coupler bucket and front attachments.

Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines are capped at the cross tube.

Will accept G, J, K, and L-Series loader coupler buckets.

COUNTERWEIGHT

310SL HL COUNTERWEIGHT SELECTION CHART

.05.00/

Select the Proper Counterweight for the Machine and Optional Equipment

Add/subtract the options front axle percent. Then add the counterweight that gives the desired weight distribution between 27-32% (Target = 30%) to select counterweight.

"To this percent weight, add/subtract the following option percents, according to configuration as ordered."

Base	+25.3%
Backhoe Coupler	1.5%
Backhoe Attachment over	600 lbs2.0%
Multi-Purpose Loader Buck	ket +5.9%
Loader Coupler	+4.4%
Non-Powered Front Axle	1.3%
Cab	-0.5%

"Choose counterweight which results in the target front axle weight percent"

*** Base calculated using an Extendable dipper, Canopy, Mechanical Front Wheel Drive, Standard Loader bucket, and a Standard Backhoe bucket.

Description	Code	Price
Front Cover - For Machines Without a Front Counterweight	8410	No Added Cost
Heavy-Duty Bumper - For Machines Without a Front Counterweight	8415	\$223.00
450 Lb. (204 kg) Front Counterweight	8425	\$615.00

750 Lb. (340 kg) Front Counterweight	8455	\$998.00
1000 Lb. (454 kg) Front Counterweight	8475	\$1,374.00
1250 Lb. (567 kg) Front Counterweight	8485	\$1,758.00

ENGINE

Description	Code	Price
John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets	1065	\$11,105.00
Final Tier 4 and Stage IV Emissions		

With Net Peak Power of 113 Hp. For use only in areas where EPA Final Tier 4/EU Stage IV is required.

Turbocharged.
Wet Sleeve Cylinder Liners.
4 Valves / Cylinder.
Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible.
Serpentine Belt with Automatic Belt Tensioner.
Enclosed Safety Fan Guard.
Vertical Spin-On Engine Oil Filter.
Spin-On Fuel Filter with Water Separator.
Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve.
Underhood Catalysts with Vertical Curved Exhaust Stack.
Passive flow-through Exhaust Aftertreatment system Glow plugs.
Electronically controlled, variable-speed cooling fan.

Optional - Select as desired

OPERATOR'S STATION

Description Front View Mirror	Code 9060	Price \$82.00
Headliner - Canopy	9117	\$149.00
Tilt Steering - Canopy	9118	\$561.00
Left Side Console Storage with Cup Holders	9210	\$81.00
Custom Code - Less A/C	98C0	(\$1,034.00)
Radio, Bosch Premium Package AM/FM/Weather Radio, Bluetooth capable with microphone, 3.5mm auxiliary input, USB input, roof power port, roof storage compartment.	9916	\$1,356.00
Radio, Bosch Basic Package AM/FM/Weather Radio	9917	\$873.00
Sun Visor	9919	\$95.00
Exterior Rear View Mirrors (2)	9920	\$343.00

	*	

	Seat, Cloth Air-Suspension		9965	\$503.00
	For enclosed Cab.			
	Seat, Cloth Air-Suspension - Heated		9970	\$994.00
	For enclosed Cab.			
	Seat, Vinyl Air-Suspension		9975	\$503.00
	For open ROPS or enclosed Cab.			
LIGHT	ING	•		
	Description		Code	Price
	Strobe Light with Magnetic Mount		9905	\$588.00
	Light is shipped loose in the cab.			
	LED Light Package		9116	\$1,053.00
	Includes factory installed 2 LED spot lights and 8 LE	ED flood lights in lieu of		

BACKHOE AUXILIARY HYDRAULICS

the standard halogen light package.

	Description	Code	Price
	Custom Code - ACCU-SWING	90A1	\$603.00
	37 Inch Hydraulic Backhoe Thumb - 4 Tine	9230	\$5,697.00
	Reference Bulletin 17BH08 for compatibility with couplers and buckets, and to determine necessary thumb length. Requires Two-way Auxiliary Hydraulics, code 6230 or 6240. It does include plumbing for two-way auxiliary valve.		
	42 Inch Hydraulic Backhoe Thumb - 4 Tine	9235	\$5,780.00
	Reference Bulletin 17BH08 for compatibility with couplers and buckets, and to determine necessary thumb length. Requires Two-way Auxiliary Hydraulics, code 6230 or 6240. It does include plumbing for two-way auxiliary valve.		
A.	STABILIZER LEGS		
	Description	Code	Price
	Heavy-Duty Stabilizer Pads	9947	\$462.00
	Laminated and reinforced rubber, compressed on edge within the steel shoe for improved durability and wear performance.		
Ψ	LOADER CONTROLS		
	Description	Code	Price
	Auto Ride Control	9115	\$2,335.00

	Description	Code	Price
	Chrome Exhaust Extension	9045	\$178.00
	Engine Coolant Heater	9080	\$172.00
OIL S	AMPLING PORTS		
	Description	Code	Price
	Diagnostic Oil Sampling Ports	9515	\$207.0
	Requires code engine code 1085 or 1065. Includes 4 ports: Engine oil Engine coolant Transmission oil Hydraulic oil		
HYDR	AULIC OIL		
	Description	Code	Pric
	Hydraulic Fluid - Hydrau XR Synthetic Oil	9088	\$608.0
	Intended for colder climates with extreme cold ambient temperatures down to -40C (-40F). Provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F).		
GUAF	RDS		
	Description	Code	Pric
	Full MFWD Driveshaft Guard	9505	\$428.0
	Heavy-Duty Grille Frame	9120	\$555.0
PAIN ⁻	T AND RUST PROTECTION		
	Description	Code	Pric
	Finish Paint - Decals Not Installed	9800	\$165.0
	Non-Export Rust Preventive Coating	9909	\$172.0
	Coating protects exposed unpainted surfaces from road salt during shipment.		

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

- Construction, Forestry & Compact Construction Equipment (CCE) Products*: 12 months Full Machine Standard Warranty
- * Compact Construction Equipment Products Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- C&E Series Pull-Type Scrapers: 6 months Full Machine Standard Warranty
- DC & DE Series Pull-Type Scrapers: 12 months Full Machine Standard Warranty
- Scraper Tractors: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Forestry Attachments: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Frontier Equipment: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

- 1. <u>Standard Warranty</u> does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
- 2. <u>Factory-Installed Undercarriage Warranty</u> covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
- 3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

- 1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
- 2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
- 3. Cut-to-Length Forestry Heads and Slash Bundler Units.
- 4. Crawlers equipped with optional side booms.
- 5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
- 6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

- 1. Freight
- 2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and
- 3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
- Program updates, calibrations, and pressure adjustments.
- 5. Diagnostic Time
- 6. Additional Labor/Labour Time Above SPG/Labor/Labour Rate
- 7. Additional Cleaning Above SPG/Labor/Labour Rate
- 9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
- 10. Premiums charged for Overtime Labor/Labour
- 11. Transportation to and from the dealership.
- 12. Travel time, mileage or service calls by the dealer.
- 13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
- 14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
- 15. Torn, cut, or worn hoses.
- 16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
- 17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
- 18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
- 19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
- 20. Parts supplied or modifications done by third party suppliers.
- 21. Topping off fluids when fluid levels fall in the range between low and full
- 22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
- 23. Attachments installed aftermarket i.e. Winch not installed at factory.
- 24. Custom options installed outside the factory i.e. G.R. Manufacturing option packages.
- Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

- 1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
- 2. The product is modified or altered in ways not approved by John Deere; or
- 3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
- 4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

Effective 21 March 2019

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reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

- 1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
- 2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
- 3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.





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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Warrior Tractor & Equipment Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

- 1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
 - · Automated verification checks on employees by electronic means, and
 - Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that

contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer

should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

- 9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

- 1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
- a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
- b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
- c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

- d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - · Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
- 7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

- B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





Company ID Number: 513478

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Warrior Tractor & Equipment Co., Inc.							
Stanley McCracken							
Name (Please Type or Print)		Title					
Electronically Signed Signature		03/01/2012					
Signature		Date					
Department of Homeland Secur	ity – Verification Div	/ision					
USCIS Verification Division							
Name (Please Type or Print)		Title					
Electronically Signed		03/01/2012					
Signature		Date					
Inforn	Information Required for the E-Verify Program						
Information relating to your Company:							
Company Name	Warrior Tractor & Equ	Jipment Co., Inc.					
Company Facility Address	6801 McFarland Blvd						
Company Facility Address							
	Northport, AL 35476						
Company Alternate							
Address:	P O Box 412						
4.	Northport, AL 35476						
County or Parish:	TUSCALOOSA						
		1					
Employer Identification							
Number:	630588737						



Company ID Number: 513478

North American Industry Classification Systems Code:	423				
Administrator:	Warrior Tractor and Equipment Co., Inc.				
Number of Employees:	100 to 499				
Number of Sites Verified for:	1				
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for					
in each State:					
• ALABAMA	1 site(s)				

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Telephone Number: E-mail Address:

Stanley N McCracken

(205) 339 - 0300

wte024@warriortractor.com

Fax Number:

(205) 333 - 0101

L-SERIES **BACKHOES**



