

TO: HARBOR DEPARTMENT PURCHASING OFFICE
SUBMIT BID TO: 500 Pier "A" Street, Berth 161
Wilmington, CA 90744

BID NO. F-802 Page 1
Show this number on envelope
Contract No. 39645

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: El Cajon CA ON THE 4 DAY OF September, 2012
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Case Power & Equipment
Phone 562 903 7377 Fax 562 903 7301
Address 12247 Lakeland Rd Santa Fe Springs CA 90670
Street City State Zip
Signature [Signature] Printed Name Chris DeNardi Printed Title VP/Gen

Signature Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)
(Approved Corporate Signature Methods)
a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201 <u>2</u> Notary Seal Signature	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date _____	Approved as to Form <u>10/22</u> , 201 <u>2</u> City Attorney BY <u>[Signature]</u> Deputy
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CASE DEALER HOLDING COMPANY LLC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that CASE DEALER HOLDING COMPANY LLC (the "Company"), a Delaware limited liability company, with its principal place of business at 6900 Veterans Boulevard, Burr Ridge, Illinois 60527, United States of America, by and through its duly appointed officer, James Hasler, President and Chief Executive Officer of the Company, does hereby nominate, constitute and appoint:

Mr. Christopher DeNardi, born in Lorain, Ohio on August 8, 1966 and currently a resident of Coronado, California, as representative of the Company in El Cajon, California vesting in him full powers and authority in the name and on behalf of the Company so as to entitle and enable him full power and authority to do and perform all and every act necessary, requisite or proper to be done in the name of the Company in connection with the Company engaging in the sale and/or rental of new construction and utility equipment and repair services therefore.

The Company hereby gives and grants unto said attorney-in-fact full power and authority to do and perform all and every act necessary, requisite or proper to be done with respect to the above, hereby ratifying and confirming all that the Company's attorney-in-fact shall have lawfully done or caused to be done by virtue hereof.

Without prejudice to the generality of the foregoing, the authorization includes, but is not limited to:

1. vesting him with full powers in the name and on behalf of Case Dealer Holding Company LLC so as to entitle and enable him to represent the interests of the Company in regards to the As-Needed Vehicle and Equipment Repair and Towing Services Program, Contract No. 001953 with the County of Los Angeles Department of Public Works;
2. Signing and delivering all documents, including applications, declarations, engagements and petitions, to all governmental ministries and agencies;
3. Performing any other acts as such Attorney-in-Fact may perform as necessary or appropriate for the purpose of carrying out the above; and
4. Delegating to others the authority designated in points 1, 2 and 3 as said Attorney-in-Fact deems necessary.

This Power of Attorney shall expire on December 31, 2012 unless extended or revoked prior to that date by Case Dealer Holding Company LLC.

IN WITNESS WHEREOF, Case Dealer Holding Company LLC has executed this Power of Attorney this 22 day of December, 2011.



CASE DEALER HOLDING COMPANY LLC

James Hasler
James Hasler
President and Chief Executive Officer

Managers

James E. McCullough – Chairman
James E. McCullough
Karen Keeker
Karen Keeker

James Hasler
James Hasler
Dan Taggatz
Dan Taggatz

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-802

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 12, 2012

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specification

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, C&M Garage, Stores Warehouse, Berth 161, Wilmington, CA 90744.

DELIVERY. Delivery is desired within **10** days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SRZ OH 101-1314780005 AA

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-802

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 12, 2012

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Case Dealer Holding Company, LLC dba Case Power & Equipment

ADDRESS: 12247 Lakeland Road

Santa Fe Springs CA 90670

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

SUPPLIER CONTACT INFORMATION:

Contact Person: ART JURADO

Title: SENIOR ACCOUNT MANAGER

Telephone No.: 562-903-7377

Fax No.: 562-903-7301

E-Mail Address: AJURADO@CASEPOWER.COM

24 Hour Contact No.: 562-755-7225

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

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EQUAL BENEFITS POLICY

The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

ETHICS CLAUSE

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (attached) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing

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\$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office: _____

LOCAL BUSINESS PREFERENCE PROGRAM (If Applicable)

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS (If Applicable)

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Bidder Description Form is true and correct and includes all material information necessary to identify and explain the operations of

Case Dealer Holding Company LLC dba Case Power & Equipment
Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: [Handwritten Signature]
Printed Name: Chris DeNardi

Title: VP/GM
Date Signed: September 4 2012

NOTARY:

On this _____ day of _____ 20____, before me appeared _____ to me personally known, who being duly sworn, did execute the
Name

foregoing affidavit, and did state that he/she was properly authorized by:

_____ to execute the affidavit and did so as his or her free act and deed.
Name of Firm

SEAL

Notary Public: _____
Commission Expires: _____

Bidder Description Form (If Applicable)

BIDDER:

Contract Title: BID No. F-802
Business Name: CASE POWER AND EQUIPMENT Award Total: \$ _____
Local Business Enterprise: YES _____ NO (Check only one)
Address: 12247 LAKELAND ROAD
City/State/Zip: SANTA FE SPRINGS, CA 90670
Telephone: (562) 903-7377 FAX: (562) 903-7301
Contact Person/Title: ART JURADO / SENIOR ACCOUNT MANAGER
Email Address: AJURADO@CASEPOWER.COM

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

*Attach additional sheets if necessary

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

GENERAL: It is the intent of this specification to describe in a general form the requirements of the equipment and options desired. Equipment of equal performance and capability, but differing in detail from the specification may be considered providing it meets the intent of the specifications. When specifications for a particular item(s) are not defined, the manufacturer's standards are satisfactory.

Bidder must indicate with a check mark, in the spaces provided, after each item, if they COMPLY with the specifications for that item. If they do not comply, each deviation must be described in the space that follows. If insufficient space, indicate "see attached" and describe all deviations on an attachment to the bid. Make sure all deviations are labeled to identify the item for which the deviation is taken. A cover letter must be included indicating that deviations to the specifications are in a separate attachment to the bid. Failure to properly complete this required information may result in bid being rejected as non-responsive.

<p>A. ITEM REQUESTED: The intent of this specification is to describe in general a, combination Wheel Loader with integral boom type Backhoe, two wheel drive, with extend-a-hoe dipper stick and hydraulic "thumb."</p> <ol style="list-style-type: none"> 1. Shall be complete with all standard equipment described in manufacture's published literature as well as special accessories described herein. 2. Shall be completely serviced and ready for use prior to inspection and delivery. 3. Equipment delivered shall be a CASE product to fulfill Department Standardization requirements. 	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation: _____</p>
<p>B. MACHINE DIMENSIONS:</p> <ol style="list-style-type: none"> 1. Overall Transport Length: 23 feet 5 inches (max) 2. Overall Transport Height: 10 feet 10 inches (max) 3. Overall Width: 7 feet 2 inches (max) 4. Height to top of cab: 8 feet 10 inches (max) 5. Ground Clearance: 1 feet 0 inch (min) 6. Wheel Base: 7 feet 1 inches (max) 	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation: _____</p>

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

C. BACKHOE DIMENSIONS:

1. Digging Depth – Standard: 14 feet 5 inches (min)
2. Digging Depth – E-Stick Extended: 17 feet 11 inches (min)
3. Maximum Operating Height: 20 feet 8 inches
4. Loading Height – E-Stick Extended: 14 feet 4 inches (min)
5. Loading Reach – E-Stick Extended: 7 feet 2 inches (min)
6. Stick Dig Force – Standard: 9,500 lbs. Per SAE (min)
7. Bucket Dig Force – Standard: 13,500 lbs. Per SAE (min)
8. Reach from swing pivot at ground line – E-Stick Extended: 21 feet 6 inches (min)
9. Backhoe stick shall be capable of lifting 5,300 lbs. (min) at 8 feet from pivot pin as per SAE J31.
10. Extendable stick clearance shall be field adjustable with wrenches and Allen sockets.
11. Backhoe will have Wainroy XLS ¼ yard hydraulic attachment quick disconnect couplers and include two (2) top plates; one to fit each attachment tool such as auger* and hydraulic hammer**.

*Pin lock female coupler on 2475-2 Auger.
**Pin lock female coupler on H90C Hammer.

Comply:
Deviation: _____

D. LOADER DIMENSIONS:

1. Bucket Capacity – 4-in-1 Combo: 1 cu. yd (min)
2. Bucket Width – 4-in-1 Combo: 80 inches (min)

Comply:
Deviation: _____

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

<p>3. Dump Clearance @ max height: 8 feet 10 inches (min)</p> <p>4. Dump Reach @ max height: 2 feet 0 inches (min)</p> <p>5. Dig Depth: 4.5 inches (min)</p> <p>6. Lift Capacity: 6,700 lbs. (min)</p> <p>7. Bucket Breakout Force: 11,000 lbs. (min)</p>	<p>(COMPLIANCE CONTINUED)</p>
<p>E. OPERATING WEIGHT:</p> <p>1. Operating Weight – Nominal: 15,500 lbs.</p> <p>2. Operating Weight – Maximum: 24,500 lbs.</p> <p>3. Cab ROPS/FOPS: 550 lbs. (max)</p> <p>4. Extendable Stick: 600 lbs. (max)</p> <p>5. Counterweights to be mounted: 1,075 lbs.</p>	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>
<p>F. ENGINE: The engine shall be a Case F5C diesel with CEGR/DPF after-treatment technology and shall be factory installed and engineered for this machine.</p> <p>1. Shall be of <u>best available technology</u> as defined by the South Coast Air Quality Management District.</p> <p>2. Engine must meet all US EPA Tier 4i emission requirements.</p> <p>3. Horse-Power: 90 net horse-power SAE rated at 2,200 rpm</p> <p>4. Torque: 326 lb. ft. net torque SAE rated at 1,400 rpm</p> <p>5. Shall have a dry type axial seal air cleaner with integral pre-cleaner, filter condition indicator, and an automatic dust ejection system to reduce sediments on filter.</p> <p>6. Vertical exhaust stack with rain cap or side discharge curved pipe raised to top at 9 feet 0 inches.</p>	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

- 7. All exposed filler caps and vents shall have metal covers with hasps for padlocks to deter vandalism.
- 8. Engine shall be totally encapsulated to reduce the interior noise rating to below 79 dB (A) by SAE J116.
- 9. Shall have diagnostic ports for engine and machine electronic control modules.
- 10. Shall be equipped with all standard and specific components.

*LOCKABLE POLYCARBONATE
COVERS*

G. COOLING: Heaviest increased capacity system available for size of equipment offered, filled with Long Life Coolant, and to include engine, transmission, and hydraulic oil coolers and heavy duty fan.

- 1. Shall have a heavy duty guard to protect the radiator during operation.
- 2. Radiator shall have rubber impact strips to reduce vibration.

Comply:
Deviation:

H. TRANSMISSION: Shall be Power Shift S-Type with four (4) forward speeds and three (3) reverse speeds.

- 1. Speeds shall be from 0 to 23 mph.
- 2. Single stage torque converter with a 2.63 to 1 stall ratio to reduce shock loads.
- 3. Shall have a spin-on vertically mounted transmission filter.
- 4. Shall have a transmission neutralizer switch.

Comply:
Deviation:

I. AXLES:

- 1. Front Axle Static Capacity: 70,800 lbs. (min)
- 2. Front Axle Dynamic Capacity: 44,200 lbs. (min)

Comply:
Deviation:

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

3. Rear Axle Static Capacity: 90,100 lbs. (min)
4. Rear Axle Dynamic Capacity: 56,200 lbs. (min)
5. Front and rear axles shall be pendulum mounted and permanently sealed and lubricated to reduce maintenance.
6. Brake system shall be inboard, completely enclosed and sealed, multiple disc, oil immersed, and shall be independently applied and self-adjusting.
7. Parking brake shall be mechanically applied through an adjustable hand lever located in the cab and brake application shall be on the drive line.
8. Brake system shall meet SAE J1473 and ISO 3450 requirements.
9. Rear axle shall have an On-The-Go differential lock for loose conditions.

AS SPECIFIED WITH
SEALED OUTBOARD
BRAKES

DASH SWITCH
ACTIVATED SPRING
APPLIED, HYDRAULIC
RELEASE

J. HYDRAULIC SYSTEM: Shall be a closed center, load sensing, variable flow rate system with a pump capacity of 43 gpm @ 2,200 rpm and a system pressure of not less than 3,600 psi for Backhoe and not less than 3,300 psi for Loader.

1. Tank capacity shall be 40 gallons (max).
2. Pump shall be an axial piston, variable flow engine driven pump with a rating of 40 gpm.
3. Boom, Stick, and E-Stick shall be engineered with anti-drift type hydraulics.
4. Control valve main relief pressure shall be no more than 3,600 psi.
5. Torque limiter control shall distribute power between the hydraulic system and drive train to maximize equipment performance.
6. Loader control valve shall be a three (3) spool sectional valve with a single lever control for lift, tilt, and clam

Comply:
Deviation:

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hydraulics.

7. Shall have positive hold "float" position and a "return-to-dig" feature.
8. Stabilizers shall be pilot operated from controls on the side of the console and shall have lock valves to prevent "creeping."
9. Stabilizer spread shall be 9 feet 3 inches as measured from outside and shall have street type reversible pads (shoes).
10. Backhoe controls shall have a pattern selector switch to allow the operator to select from excavator control pattern or backhoe loader control pattern.
11. Pilot operated controls shall be adjustable for operator comfort.
12. Roller switches shall eliminate foot pedals.
13. Filters: Return line shall have a full flow spin-on filter that will provide at least 5 micron protection. Suction line shall have a replaceable 100 mesh screen strainer on the line between the reservoir and the pump.
14. Backhoe boom swing cylinders shall have a "Cushioned Swing" feature and be rated at 16,000 ft. lb. of torque (min).
15. Hoses shall be restrained with rubber grommets and be routed to reduce chaffing and damage from normal operation.
16. Shall have coupling quick disconnect fittings for attachment tools.
17. Shall have hydraulic backhoe thumb lock-out capabilities incorporated on machine and operational from pilot joystick/hand controls.

(COMPLIANCE)
(CONTINUED)

MANUAL PIN
LOCK

K. BACKHOE BUCKETS: Equipment offered shall be supplied with the following buckets:

Comply:
Deviation:

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

<ol style="list-style-type: none"> 1. One (1) each of 12 inch wide heavy duty trenching type 2. One (1) each of 18 inch wide heavy duty trenching type 3. One (1) each of 24 inch wide heavy duty trenching type 4. One (1) each of 30 inch wide heavy duty trenching type 	<p>(COMPLIANCE CONTINUED)</p>
<p>L. STEERING: Factory hydrostatic power steering, utilizing on-demand priority flow from the main hydraulic pump.</p> <ol style="list-style-type: none"> 1. One (1) double acting cylinder with a stop-to-stop turning ratio of 2.75. 2. Steering cylinder and linkage to be mounted behind the front axle to prevent accidental damage. 	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>
<p>M. WHEELS AND TIRES:</p> <ol style="list-style-type: none"> 1. Front wheels and tires: Two (2) 11L-16 (12 ply) F-3 rated tires and wheels. Plus, one (1) spare wheel and tire assembly of the same size for the front. 2. Rear wheels and tires: Two (2) 19.5L-24 (12 ply) R-4 ATU rated tires and wheels. Plus, one (1) spare wheel and tire assembly of the same size for the rear. 3. Front wheel and tire assemblies, and spare front wheel and tire assembly, shall be poly filled. 	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>
<p>N. ELECTRICAL: Shall be a twelve (12) volt negative ground type system.</p> <ol style="list-style-type: none"> 1. Battery: No less than 850 CCA and be maintenance free with a 48 month guaranteed warranty. Shall have a reserve capacity of at least 85 amps at an ambient temperature of 32 degrees Fahrenheit. 2. Alternator: Heavy duty, 12 volt, and a manufacturer's rated capacity of at least 120 amps at engine idle rpm. 	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

3. Shall have all new wiring.
4. All wiring that is exposed shall be installed in flexible, non-metallic loom with crimped connectors and all properly insulated.
5. All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop.
6. All wiring passing through partitions or bulkheads shall have rubber grommets at those points to protect from chaffing.
7. All wiring shall be color or number-coded, maintain coding continuously throughout circuit, and have circuit breaker protection devices as per specification and published manufacturer diagrams.
8. Shall be equipped with a horn and operator's horn button(s) or control(s) for use while operator is at backhoe or loader controls.

(COMPLIANCE
CONTINUED)

- O. ROPS/FOPS/ENCLOSED OPERATORS CAB:**
Enclosed operator cab with fresh air/re-circulating air filtering system.
1. Cab shall have two (2) doors and five (5) windows. Both doors and all windows shall be capable of being opened at will by operator.
 2. All glass shall be tempered and each window shall have a sealing system designed to reduce dust and debris from entering interior of cab.
 3. HVAC: System shall consist of heating, venting, and air conditioning.
 4. Seat: Shall have an air suspension, fabric covered, seat with a nine (9) way adjustment system to regulate weight, height, and operator comfort and must incorporate a three (3) inch wide retractable safety lap belt.
 5. Shall have a tilt steering column and a steering wheel

Comply:
Deviation:

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

<p>knob.</p> <p>6. Shall have a drink and lunchbox holder, two (2) lockable storage compartments, and a coat hook.</p> <p>7. Interior rearview mirror.</p> <p>8. Thick rubberized floor mat throughout cab.</p>	<p>(1) STORAGE COMPARTMENT</p>
<p>P. FUEL TANK: Manufacturer's standard model for current production year with a minimum capacity of 42 gallons.</p> <p>1. Fuel system shall have a water sediment bowl with a service indicator light and a spin-on type fuel filter that is placed in an area of easy accessibility for maintenance purposes.</p> <p>2. Shall have a thermal starting aid system.</p> <p>3. Fuel tank shall be full at time of delivery.</p>	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>
<p>Q. LIGHTING: All lighting shall be installed in accordance with all current Local, State, and Federal safety standards.</p> <p>1. Stop lights, tail lights, and turn signals</p> <p>2. Hazard flashers for front and rear application</p> <p>3. Shall have an amber rotating beacon, or flashing strobe, to be magnetically mounted on the exterior top of the cab, visible from all exterior sides, with an operating switch incorporating an integrated indicator that is easily accessible in cab area for operator.</p> <p>4. Working lights: Four (4) halogen head lights in front and four (4) halogen flood lights in rear.</p>	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>
<p>R. EQUIPMENT: Vehicle shall be equipped with all standard and specified components, as listed in factory data books and brochures. If not listed as standard equipment, the following items shall be furnished and</p>	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

installed:

1. Back-up alarm
2. Lighted gauge group to include, but not limited to, coolant temperature, tachometer, fuel level, torque converter oil temperature, hour meter, and engine oil level & temperature.
3. Audible system fault alarm
4. Key start/stop system
5. External/internal auxiliary 12 volt power receptacles
6. Bucket level indicator
7. Lift cylinder brace
8. Return-to-dig (auto bucket position)
9. Self leveling loader with single lever control
10. Single tilt loader
11. Differential lock
12. Transport tie-downs
13. Shall be equipped with a vandalism protection package to provide security and protection to controls, gauges, and under hood area.
14. Two (2) piece cutting edge
15. Shall have, as one (1) separate attachment, an eight (8) inch wide asphalt spade tool to fit an H90C Hammer.
16. Rear fenders
17. Hand & foot throttle controls
18. One touch low idle

(COMPLIANCE)
(CONTINUED)

INTERNAL

DUAL TILT LOADER

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

<p>19. Boom & Swing transport lock</p> <p>20. AM/FM Stereo Console with CD player, MP3 input capable, and two (2), or more, Hi-Fi speakers.</p>	<p>AS SPECIFIED w/o CD PLAYER</p>
<p>S. COLOR: Cab, hood, fenders, body, frame, and all grillwork, not chromed, shall be painted with manufacturer's standard yellow color.</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p>
<p>T. GENERAL REQUIREMENTS: Equipment shall be new and unused, current model year. Shall be factory standard in all respects not in conflict with specific requirements.</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p>
<p>U. VEHICLE LICENSE/REGISTRATION:</p> <p>The vendor shall make the necessary arrangements to transfer title of the equipment/vehicle and apply for exempt license.</p> <p>The vendor shall provide the following completed documents to the DMV to register vehicle on behalf of the Harbor Department: Request for Special Equipment Identification Plate (Form Reg 88), and Application for Title or Registration (Form Reg 343).</p> <p><u>Prior to presenting forms to the DMV, vendor shall submit aforementioned forms to the Director of Port Construction and Maintenance for signature; call (310) 732-3560 or 3403 for an appointment.</u></p> <p>The registered owner shall be shown exactly, as outlined below, on all forms where the registered owner is listed (using abbreviations exactly as shown):</p> <p style="text-align: center;">HARBOR DEPARTMENT CITY OF LOS ANGELES 500 Pier "A" St., Wilmington, CA 90744</p> <p>The vendor shall provide documentation from the Department of Motor Vehicles, at the time the vehicle is delivered, as evidence of having applied for</p>	<p>Comply: <input checked="" type="checkbox"/> Deviation:</p>

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

registration/license.

License plates are to be mounted on vehicle(s) when delivered.

V. WARRANTY: The manufacturer's maximum standard warranty shall apply for not less than 24 months and 2,000 hours, after acceptance of delivery and to commence on the date of "in-service."

Bidders shall submit a copy or full statement of the standard warranty with the bid.

Comply:
Deviation: 12 MONTH, UNLIMITED HOURS, 24 MONTHS / 2000 HOURS POWERTRAIN

W. EXTENDED WARRANTY: 5-Year/5000 Hour "Drive Train and Hydraulic" extended warranty requested.

Comply:
Deviation:

X. SPECIAL REQUIREMENTS:

1. Exterior Noise shall comply with California Vehicle Code Noise Standards, Section 27160.
2. Exhaust smoke shall meet Los Angeles County Rules No.'s 401 and 402 for engine provided.
3. Emissions Standards: Equipment engine must comply with all emission standards set by the South Coast Air Quality Management District in effect at the time of delivery. Documentation that the engine exhaust emissions meet the SCAQMD standards must be supplied with the machine at the time of delivery.
4. Equipment not meeting the State of California Assembly Line Emissions Standards WILL NOT BE ACCEPTED.

Comply:
Deviation:

Y. MANUALS, BOOKS, CERTIFICATES, and KEYS:
The following are required to be provided at the time the vehicle is delivered and all costs should be included in the bid price.

1. Two (2) complete and accurate ENGINE, BODY, CHASSIS, ELECTRICAL, and EMISSIONS technical service manuals, books or CD's.

Comply:
Deviation:

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

2. Two (2) complete and accurate OPERATORS manuals or books.
3. Two (2) complete and accurate PARTS manuals, books, or CD's.
4. Two (2) complete and accurate BACKHOE SAFETY manuals or books.
5. One line set invoice.
6. Six (6) complete sets of keys.

(COMPLIANCE CONTINUED)

Z. INSPECTION:

1. The vendor shall notify the Mechanical Repair General Supervisor, or Equipment Repair Supervisor, Equipment Repair Section, Construction and Maintenance Division, Harbor Department, City of Los Angeles, at (310) 732-3560 or 3403, not less than five (5) days in advance, that the equipment is ready for the following inspections:
2. For vendors located within a 90-mile radius of the Harbor Department, the pre-delivery inspection of the completed equipment shall be at the dealer's location.
3. For vendors located outside of a 90-mile radius, the pre-delivery inspection shall be done at the Harbor Department's Berth 161 location. If discrepancies are found, the vendor will be responsible for all transportation costs for the return of the item back to the vendor's location for resolution.
4. Final inspection at the point of delivery.

Comply:
 Deviation:

AA. DELIVERY: Equipment to be delivered to the Harbor Department, Construction and Maintenance Division, 500 Pier "A" Street, Berth 161, Wilmington, California 90744.

Comply:
 Deviation:

DESCRIPTION: BACKHOE LOADER WITH EXTENDAHOE, 14 FT. 4 INCH CENTER PIVOT EXCAVATOR STYLE, ENCLOSED CAB; UNIT MUST BE A CASE MODEL 580SN (TIER 4)

BB. FINAL NOTES:

Comply:
Deviation:

1. The Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with tax exemption certification upon request.

2. Vendor to indicate:

Contact Person: ART JURADO

Phone number: 562-903-7377

Fax number: 562-903-7301

3. Dealer to present transfer papers at the Construction and Maintenance Division, Administrative Office, Berth 161, 500 Pier "A" Street, Wilmington, CA 90744, to obtain signature authorizing transfer of vehicles(s) prior to processing to the Department of Motor Vehicles.

SUBMITTED BY:

Terry L Wheeler Branch Manager 562-903-7377
(Name, Title, Phone)

Terry L Wheeler
(Signature)

JULY 19, 2012

VERSION NO. 1

FY13 Asset ID # 0510-17

HARBOR DEPARTMENT
SPECIFICATION NO. TL17-X1-2012-13

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

GENERAL: It is the intent of this specification to describe in a general form the requirements of the equipment and options desired. Equipment of equal performance and capability, but differing in detail from the specification may be considered providing it meets the intent of the specifications. When specifications for a particular item(s) are not defined, the manufacturer's standards are satisfactory.

Bidder must indicate with a check mark, in the spaces provided, after each item, if they COMPLY with the specifications for that item. If they do not comply, each deviation must be described in the space that follows. If insufficient space, indicate "see attached" and describe all deviations on an attachment to the bid. Make sure all deviations are labeled to identify the item for which the deviation is taken. A cover letter must be included indicating that deviations to the specifications are in a separate attachment to the bid. Failure to properly complete this required information may result in bid being rejected as non-responsive.

<p>A. ITEM REQUESTED:</p> <ol style="list-style-type: none"> 1. The intent of this specification is to describe in general a, Tractor, Wheel Loader/Tool Carrier, 4WD with an Enclosed Cab, 1 3/4 cubic yard 4-in-1 combination bucket, category II 3-point hitch, and PTO. 2. Shall be complete with all standard equipment described in manufacture's published literature as well as special accessories described herein. 3. Shall be completely serviced and ready for use prior to inspection and delivery. 4. Equipment delivered shall be a CASE product to fulfill Department Standardization requirements. 	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation: _____</p>
<p>B. MACHINE DIMENSIONS:</p> <ol style="list-style-type: none"> 1. Overall Transport Length with three point hitch: 17 feet (maximum) 2. Overall Transport Height: 14 feet (maximum) 3. Overall Width: 7 feet (maximum) 4. Ground Clearance: 10.9 inches 	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation: _____</p>

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SPECIFICATION NO. TL17-X1-2012-13

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

5. Wheel Base: 7 feet 1 inches (maximum)

C. LOADER DIMENSIONS:

1. Bucket Capacity (4-in-1): 1 cu. yd. (minimum)
2. Bucket Width (4-in-1): 80 inches (minimum)
3. Dump Clearance @ max height: 8 feet 8 inches (minimum)
4. Dump Reach @ max height: 2 feet 2 inches (minimum)
5. Dig Depth: 7.8 inches (minimum)
6. Lift Capacity: 6,500 lbs. (minimum)
7. Bucket Breakout Force: 9,000 lbs. (minimum)

Comply:
Deviation:

D. OPERATING WEIGHT:

1. Operating Weight – Nominal: 13,000 lbs.
2. Operating Weight – Maximum: 21,500 lbs.
3. Cab ROPS/FOPS: 550 lbs. (maximum)
4. Counterweights to be mounted: 1,000 lbs.

Comply:
Deviation:

E. ENGINE:

1. The engine shall be a Case 434 turbo diesel with emissions after-treatment technology and shall be factory installed and engineered for this machine.
2. Shall be of **best available technology** as defined by the South Coast Air Quality Management District.
3. Engine must meet all US EPA Tier 4 emission

Comply:
Deviation:

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SPECIFICATION NO. TL17-X1-2012-13

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

requirements.

- 4. Horse-Power: 85 net horse-power SAE rated at 2,200 rpm
- 5. Torque: 276 lb. ft. net torque SAE rated at 1,400 rpm
- 6. Shall have a dry type axial seal air cleaner with integral pre-cleaner, filter condition indicator, and an automatic dust ejection system to reduce sediments on filter.
- 7. Vertical exhaust stack with rain cap or side discharge curved pipe no higher than 9 feet 0 inches.
- 8. All exposed filler caps and vents shall have metal covers with hasps for padlocks to deter vandalism.
- 9. Engine shall be totally encapsulated to reduce the interior noise rating to below 79 dB (A) by SAE J116.
- 10. Shall have diagnostic ports for engine and machine electronic control modules.
- 11. Shall be equipped with all standard and specific components.

(COMPLIANCE
CONTINUED)

LOCKABLE
POLYCARBONATE
COVERS

F. COOLING:

- 1. Heaviest increased capacity system available for size of equipment offered, filled with Extended Life Coolant, and to include engine, transmission, and hydraulic oil coolers and heavy duty fan.
- 2. Shall have a heavy duty guard to protect the radiator during operation.
- 3. Radiator shall have rubber impact strips to reduce vibration.

Comply:
Deviation:

G. TRANSMISSION/TRANSFER:

Comply:
Deviation:

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

- 1. Shall be Power Shuttle Synchronesh Transmission with four (4) forward speeds and four (4) reverse speeds.
- 2. Speeds shall be from 0 to 25 mph. (maximum)
- 3. Single stage torque converter with a 3.2 to 1 stall ratio to reduce shock loads.
- 4. Shall have a spin-on vertically mounted transmission filter.
- 5. Shall have a transmission neutralizer switch.
- 6. Front 4WD
- 7. Power Take-Off (PTO) to operate rear three point hitch

(COMPLIANCE
CONTINUED)

H. AXLES:

- 1. Front Axle Static Capacity: 70,800 lbs. (minimum)
- 2. Front Axle Dynamic Capacity: 44,200 lbs. (minimum)
- 3. Rear Axle Static Capacity: 90,100 lbs. (minimum)
- 4. Rear Axle Dynamic Capacity: 56,200 lbs. (minimum)
- 5. Front and rear axles shall be pendulum mounted and permanently sealed and lubricated to reduce maintenance.
- 6. Brake system shall be inboard, completely enclosed and sealed, multiple disc, oil immersed, and shall be independently applied and self-adjusting.
- 7. Parking brake shall be mechanically applied through an adjustable hand lever located in the cab and brake application shall be on the drive line.
- 8. Brake system shall meet SAE J1473 and ISO 3450 requirements.
- 9. Rear axle shall have an On-The-Go differential lock for loose conditions.

Comply:
Deviation:

AS SPECIFIED WITH
SEALED OUTBOARD
MOUNTED BRAKES

DASH SWITCH
ACTIVATED. SPRING
APPLIED, HYDRAULIC
RELEASE.

DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB; UNIT MUST BE A CASE MODEL 570N XT (TIER 4)

I. HYDRAULIC SYSTEM:

- 1. Shall be a closed center, load sensing, variable flow rate system with a pump capacity of 43 gpm @ 2,200 rpm and a system pressure of not less than 3,000 psi for Loader.
- 2. Tank capacity shall be 15 gallons (maximum) with system capacity at 25 gallons (maximum)
- 3. Pump shall be an axial piston, variable flow engine driven pump with a rating of 30 gpm. (maximum)
- 4. Control valve main relief pressure shall be no more than 3,000 psi.
- 5. Torque limiter control shall distribute power between the hydraulic system and drive train to maximize equipment performance.
- 6. Loader control valve shall be a three (3) spool sectional valve with a single lever control for lift, tilt, and clam hydraulics.
- 7. Shall have positive hold "float" position and a "return-to-dig" feature.
- 8. Three (3) point hitch control valve shall be a sectional 5-spool with open-center parallel circuits with variable control for lift, pitch, tilt and two (2) auxiliary circuits.
- 9. Pilot operated controls shall be adjustable for operator comfort.
- 10. Roller switches shall eliminate foot pedals.
- 11. Filters:
 - a. Return line shall have a full flow spin-on filter that will provide at least 5 micron protection.
 - b. Suction line shall have a replaceable 100 mesh screen strainer on the line between the reservoir and

Comply:

Deviation:

28.5 GPM @ 3000 PSI

GEAR PUMP

JOYSTICK LOADER CONTROL

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

the pump.

12. Hoses shall be restrained with rubber grommets and be routed to reduce chaffing and damage from normal operation.
13. Shall have coupling quick disconnect fittings for attachment tools.

(COMPLIANCE)
(CONTINUED)

J. LOADER/MULTI-PURPOSE BUCKET:

1. Shall be hydraulically operated, designed for use with 1 3/4 cubic yard (heaped) 4-in-1 combination (multipurpose) bucket, and installed on machine requested.
2. Loader frame shall be plate steel.
3. Frame rails to be one piece.
4. Shall be a 1 3/4 cubic yard capacity (heaped) SAE, 4-in-1 multi-purpose type bucket
5. Bucket shall be constructed of high-strength, wear resistant steel plate.
6. Bucket shall have flat, reversible, bolt-on cutting edges, with interchangeable ends.
7. Bucket shall have equally spaced hard faced wear plates.
8. Minimum bucket width shall exceed outside width of front tires.
9. Bucket controls shall be single lever, multi-function control with bucket raise, hold, lower, and float lift positions; and roll-back, hold, and dump tilt functions.
10. Shall include all controls and hydraulics to operate multi-purpose bucket.
11. Clam may be operated by separate lever.

Comply:
Deviation:

AS SPECIFIED WITH
1 YARD CAPACITY

AS SPECIFIED WITH
1 YARD CAPACITY

JULY 19, 2012

VERSION NO. 1

FY13 Asset ID # 0510-17

HARBOR DEPARTMENT

SPECIFICATION NO. TL17-X1-2012-13

DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB; UNIT MUST BE A CASE MODEL 570N XT (TIER 4)

K. STEERING:

- 1. Factory hydrostatic power steering, utilizing on-demand priority flow from the main hydraulic pump.
- 2. One (1) double acting cylinder with a stop-to-stop turning ratio of 2.75.
- 3. Steering cylinder and linkage to be mounted behind the front axle to prevent accidental damage.

Comply:
Deviation:

L. WHEELS AND TIRES:

- 1. Front wheels and tires: Two (2) 11L-16 (12 ply) F-3 rated tires and wheels. Plus, one (1) spare wheel and tire assembly of the same size for the front.
- 2. Rear wheels and tires: Two (2) 19.5L-24 (12 ply) R-4 ATU rated tires and wheels. Plus, one (1) spare wheel and tire assembly of the same size for the rear.
- 3. Front wheel and tire assemblies, and spare front wheel and tire assembly, shall be poly filled.

Comply:
Deviation:
AS SPECIFIED WITH
12X16.5

M. ELECTRICAL:

- 1. Shall be a twelve (12) volt negative ground type system.
- 2. Battery: No less than 850 CCA and be maintenance free with a 48 month guaranteed warranty. Shall have a reserve capacity of at least 85 amps at an ambient temperature of 32 degrees Fahrenheit.
- 3. Alternator: Heavy duty, 12 volt, and a manufacturer's rated capacity of at least 120 amps at engine idle rpm.
- 4. Shall have all new wiring.
- 5. All wiring that is exposed shall be installed in flexible,

Comply:
Deviation:
685 CCA

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

non-metallic loom with crimped connectors and all properly insulated.

- 6. All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop.
- 7. All wiring passing through partitions or bulkheads shall have rubber grommets at those points to protect from chaffing.
- 8. All wiring shall be routed and secured to prevent damage from abrasion, chafing, and heat.
- 9. All wiring shall be color or number-coded, maintain coding continuously throughout circuit, and have circuit breaker protection devices as per specification and published manufacturer diagrams.
- 10. Shall be equipped with an electric horn with control from steering column.

(COMPLIANCE CONTINUED)

N. ROPS/FOPS/ENCLOSED OPERATORS CAB:

- 1. Cab shall be a fully enclosed unit, fully pressurized, with easily replaceable filters, 3-speed fan, and be certified ROPS.
- 2. Cab shall be bolted on for easy removal.
- 3. Cab shall have sound suppression package.
- 4. Cab entrance shall be provided with adequate non-skid access steps and exterior grab handles.
- 5. ROPS shall comply with any and all Local, State, and Federal Construction Safety Orders pertaining.
- 6. Enclosed operator cab with fresh air/re-circulating air filtering system.
- 7. Cab shall have two (2) lockable, factory standard doors and five (5) windows.

Comply:
Deviation:

N/A

JULY 19, 2012

VERSION NO. 1

FY13 Asset ID # 0510-17

HARBOR DEPARTMENT
SPECIFICATION NO. TL17-X1-2012-13

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

- 8. Multi-function switch operated electric windshield wipers with exterior washer jets for front and rear windows; washer fluid reservoir shall be easily accessible and full upon equipment delivery.
- 9. Defroster fans for front and rear windows.
- 10. Both doors and all windows shall be capable of being opened at will by operator and have latching devise to hold unit in open position.
- 11. All glass shall be safety and tempered, and each window shall have a sealing system designed to reduce dust and debris from entering interior of cab.
- 12. HVAC: System shall consist of highest capacity available system for heating, venting, and air conditioning with cabin filter.
- 13. Seat: Shall have an air suspension, fabric covered, seat with a nine (9) way adjustment system to regulate weight, height, and operator comfort and must incorporate a three (3) inch wide retractable safety lap belt.
- 14. Shall have a tilt steering column and a steering wheel knob.
- 15. Shall have a drink and lunchbox holder, two (2) lockable storage compartments, and a coat hook.
- 16. Interior rearview mirror.
- 17. Dome light
- 18. Thick rubberized floor mat throughout cab.

(COMPLIANCE
CONTINUED)

N/A

AS SPECIFIED WITH
(1) STORAGE COMPARTMENT

O. FUEL TANK:

- 1. Manufacturer's standard model for current production year with a minimum capacity of 40 gallons.
- 2. Fuel system shall have a water sediment bowl with a

Comply:
Deviation:

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

service indicator light and a spin-on type fuel filter that is placed in an area of easy accessibility for maintenance purposes.

- 3. Shall have a thermal starting aid system.
- 4. Fuel tank shall be full at time of delivery.

(COMPLIANCE
CONTINUED)

P. LIGHTING:

- 1. All lighting shall be installed in accordance with all current Local, State, and Federal Motor Vehicle Safety Standards.
- 2. All lights shall be completely enclosed in heavy gauge steel mesh for vandalism protection.
- 3. Shall have two (2), one for each rear side, combination tail, stop, and turn signal lights.
- 4. Two (2) 3 inch or larger reflectors on rear of machine
- 5. Hazard flashers for front and rear application
- 6. Shall have an amber rotating beacon, or flashing strobe, to be magnetically mounted on the exterior top of the cab, visible from all exterior sides; with an operating switch incorporating an integrated indicator that is easily accessible in cab area for operator.
- 7. Shall have two (2) halogen flood work lights in front and two (2) halogen flood work lights in rear; front set shall be separately switched from the rear set.
- 8. Furnish and install a license plate light and mounting bracket for rear license plate.
- 9. License plate to be installed at time of delivery.

Comply:
Deviation:

Q. EQUIPMENT:

Comply:
Deviation:

**DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB;
UNIT MUST BE A CASE MODEL 570N XT (TIER 4)**

1. Vehicle shall be equipped with all standard and specified components, as listed in factory data books and brochures.
2. If not listed as standard equipment, the following items shall be furnished and installed:
3. Rear counterweight of sufficient capacity to give machine proper working and traveling balance.
4. Shall have guards; belly and powertrain (engine, transmission, drive lines, and differentials).
5. Shall have category II 3-point hitch with lift, pitch, tilt, 2 auxiliary remotes, and draw bar with pin and securing chain.
6. A 600 lb. counter weight shall be included with hitch.
7. Back-up alarm
8. Lighted gauge group to include, but not limited to, coolant temperature, tachometer, fuel level, torque converter oil temperature, hour meter, and engine oil level & temperature.
9. Audible system fault alarm
10. Key start/stop system
11. External/internal auxiliary 12 volt power receptacles
12. Bucket level indicator
13. Lift cylinder brace
14. Return-to-dig (auto bucket position)
15. Self leveling loader with single lever control
16. Single tilt loader
17. Differential lock

(COMPLIANCE CONTINUED)

(ENGINE, DRIVE LINE)

INTERNAL

DUAL TILT LOADER

DESCRIPTION: TRACTOR, WHEEL LOADER/TOOL CARRIER, 4WD WITH ENCLOSED CAB; UNIT MUST BE A CASE MODEL 570N XT (TIER 4)

<p>18. Transport tie-downs</p> <p>19. Shall be equipped with a vandalism protection package to provide security and protection to controls, gauges, and under hood area.</p> <p>20. Two (2) piece cutting edge</p> <p>21. Rear fenders</p> <p>22. Hand & foot throttle controls</p> <p>23. One touch low idle</p> <p>24. Shall have one (1) toolbox, with hasps and padlocks, either attached or built on to the machine.</p> <p>25. Vender shall supply any special tools required to perform routine adjustments on the machine</p> <p>26. Vender shall supply one (1) HD battery powered grease gun (Lincoln brand) with one (1) extra battery pack, One (1) battery pack charger, one (1) blow molded carrying case, and one (1) case (12 tubes) of recommended grease.</p> <p>27. AM/FM/CD/MP3 stereo system, and two (2) Hi-Fi speakers; system faceplate shall not be detachable.</p>	<p>LOCKABLE CAB AND HOOD</p> <p>N/A</p> <p>N/A</p> <p>AM/FM/CD</p>
<p>R. COLOR:</p> <p>1. Cab, hood, fenders, body, frame, and all grillwork, not chromed, shall be painted with manufacturer's standard OSHA or construction equipment Yellow.</p> <p>2. Interior trim and upholstery shall be factory standard, but appropriate for exterior color.</p>	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p> <p>CASE FACTORY COLORS</p>
<p>S. GENERAL REQUIREMENTS:</p> <p>1. Equipment shall be new and unused, current model year.</p>	<p>Comply: <input checked="" type="checkbox"/></p> <p>Deviation:</p>

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2. Shall be factory standard in all respects not in conflict with specific requirements.

T. VEHICLE LICENSE/REGISTRATION:

1. The vendor shall make the necessary arrangements to transfer title of the equipment/vehicle and apply for exempt license.
2. The vendor shall provide the following completed documents to the DMV to register vehicle on behalf of the Harbor Department: Request for Special Equipment Identification Plate (Form Reg 88), and Application for Title or Registration (Form Reg 343).
3. Prior to presenting forms to the DMV, vendor shall submit aforementioned forms to the Director of Port Construction and Maintenance for signature; call (310) 732-3560 or 3403 for an appointment.
4. The registered owner shall be shown exactly, as outlined below, on all forms where the registered owner is listed (using abbreviations exactly as shown):

HARBOR DEPARTMENT
CITY OF LOS ANGELES
500 Pier "A" St., Berth 161
Wilmington, CA 90744

5. The vendor shall provide documentation from the Department of Motor Vehicles, at the time the vehicle is delivered, as evidence of having applied for registration/license.
6. License plates are to be mounted on vehicle(s) when delivered.

Comply:
Deviation:

U. WARRANTY:

1. The manufacturer's maximum standard warranty shall apply for not less than 24 months and 2,000 hours, after

Comply:
Deviation: 1 YEAR, UNLIMITED HOURS, 2 YEAR/2000 HOUR POWERTRAIN

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acceptance of delivery and to commence on the date of "in-service."

- 2. Bidders shall submit a copy or full statement of the standard warranty with the bid.

(COMPLIANCE CONTINUED)

V. EXTENDED WARRANTY:

- 1. 5-Year/5000 Hour "Drive Train and Hydraulic" extended warranty requested.

Comply: Deviation:

W. SPECIAL REQUIREMENTS:

- 1. Operator Exposure Noise: shall comply with the Occupational Safety and Health Act (OSHA), 90 dba (maximum) or current sound level requirement in effect at time of award of contract, for an eight hour maximum operator exposure period measured at operator's ear with engine at governed rpm.
- 2. Exterior Noise shall comply with the City of Los Angeles ordinance No. 148594, which states the maximum noise emitted by construction, lawn mowing, agricultural, industrial, machinery shall not exceed 75 dba at a distance of 50 feet, in conformity with test procedure SAE Standard J952 and SAE Recommended Practice J184, where compliance is technically feasible.
- 3. Exhaust smoke shall meet Los Angeles County Rules No.'s 401 and 402 for engine provided.
- 4. Emissions Standards: Equipment engine must comply with all emission standards set by the South Coast Air Quality Management District in effect at the time of delivery. Documentation that the engine exhaust emissions meet the SCAQMD standards must be supplied with the machine at the time of delivery.
- 5. Equipment not meeting the State of California Assembly Line Emissions Standards WILL NOT BE ACCEPTED.

Comply: Deviation:

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X. MANUALS, BOOKS, CD's, CERTIFICATES, and KEYS:

1. The following are required to be provided at the time the vehicle is delivered and all costs should be included in the bid price.
2. Two (2) complete and accurate ENGINE, BODY, CHASSIS, ELECTRICAL, HYDRAULIC, and EMISSIONS technical service manuals, books or CD's.
3. Two (2) complete and accurate OPERATORS manuals, books, CD's.
4. Two (2) complete and accurate PARTS manuals, books, or CD's.
5. Manufacturer's engine emission verification certificate of compliance with Local, State, and Federal emission standards at time of build.
6. One line set invoice.
7. Six (6) complete sets of keys.

Comply:
Deviation:

Y. INSPECTION:

1. The vendor shall notify the Mechanical Repair General Supervisor, or Equipment Repair Supervisor, Equipment Repair Section, Construction and Maintenance Division, Harbor Department, City of Los Angeles, at (310) 732-3560 or 3403, not less than five (5) days in advance, that the equipment is ready for the following inspections:
2. For vendors located within a 90-mile radius of the Harbor Department, the pre-delivery inspection of the completed equipment shall be at the dealer's location.
3. For vendors located outside of a 90-mile radius, the pre-delivery inspection shall be done at the Harbor Department's Berth 161 location. If discrepancies are found, the vendor will be responsible for all

Comply:
Deviation:

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transportation costs for the return of the item back to the vendor's location for resolution.

4. Final inspection at the point of delivery.

Z. DELIVERY:

1. Equipment to be delivered to the Harbor Department, Construction and Maintenance Division, 500 Pier "A" Street, Berth 161, Wilmington, California 90744.

Comply:
Deviation:

AA. FINAL NOTES:

1. The Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with tax exemption certification upon request.

2. Vendor to indicate:

- a. Contact Person: ART JURADO
- b. Phone number: 562-903-7377
- c. Fax number: 562-903-7301

3. Dealer to present transfer papers at the Construction and Maintenance Division, Administrative Office, Berth 161, 500 Pier "A" Street, Wilmington, CA 90744, to obtain signature authorizing transfer of vehicles(s) prior to processing to the Department of Motor Vehicles.

Comply:
Deviation:

SUBMITTED BY:

Terry L. Wheeler Branch Manager 562-903-7377
(Name, Title, Phone)

[Signature]
(Signature)

GENERAL CONDITIONS
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition; in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

THE END

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