SANTA FE COUNTY PRICE AGREEMENT FOR A CATERPILLAR 140M MOTOR GRADER and CATERPILLAR 420E BACKHOE LOADER

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter "**County** or **Lessee**") and Wagner Equipment Company, 4000 Osuna Road, NW, Albuquerque, NM, 87109, a corporation authorized to do business in the State of New Mexico(hereinafter "**Vendor** or **Lessor**").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. **"County"** shall mean the County of Santa Fe, New Mexico

B. **"Using Department or Department"** shall mean a Department of Santa Fe County.

C. **"Purchase Order"** shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items to be provided by the Vendor.

D. **"Price Agreement"** means this indefinite quantity Price Agreement, also referred herein as "Lease" which required the Vendor to furnish items to the Using Department which issues a purchase order.

E. **"Rent"** means the payment by the Lessee to Lessor of money for the lease of equipment covered by the accompanying schedule, purchase order or other Lease document.

2. GOODS TO BE PROVIDED

A. **Purchase or Lease.** Attachment A of this Price Agreement is the listing of the prices for the individual items at monthly lease prices and indicates all the specifications included in the lease price for all items that are subject to this Price Agreement. All leases of the items shown on Attachment A shall be for a minimum term of 36 months.

B. **Goods Listed on Attachment A.** The County may issue Purchase Orders for the Lease of the items listed in Attachment A. Any item ordered by the County must be a listed item on Attachment A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement, shown above.

C. **Quantities.** It is understood that this is an indefinite quantity price agreement and the County may lease any quantity of the items listed on Attachment A. No guarantee or warranty is made or implied that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the item when ordered.

D. **Specifications.** The items furnished hereunder shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2010-0428-PW/TRV including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), number(s) and price(s).

E. **Delivery and Billing Instructions.**

1. The Vendor shall deliver the items in accordance with the County's instructions and delivery time of any item shall be not be longer than 26 weeks from the date of the County's request for the item(s). The Vendor shall also deliver, with the items ordered, an invoice listing the order number, price agreement number, and the serial number or other vehicle identification number for each item. Destination charges are to be included in the bid sheet product prices.
2. Except for loss or damage directly attributable to the negligence of the Department, the Vendor shall bear all risk of loss or damage until the item(s) have been accepted by the Department.
3. Whenever the Department does not accept any product and returns it to the Vendor, all related documentation furnished by the Vendor shall be returned also.
4. The Vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the County.
5. Unless otherwise agreed upon by the County, the Vendor shall be responsible for the pick-up of the returned item(s).
6. **Time is of the essence for purposes of this Agreement**. Lessor shall make its best efforts to timely deliver requested new equipment and items to Lessee in a manner that is responsive to Lessee's equipment needs as described in the Purchase Order issued by Lessee. Lessor agrees that if a specifically requested item of heavy equipment or item is not timely available from Lessor's manufacturer or supplier, Lessor shall timely provide to Lessee heavy equipment or items that are, at minimum, equivalent in quantity and quality, as the equipment or items requested by Lessee. Lessor shall notify Lessee and deliver the equipment or items originally requested by Lessee as soon as it becomes available to Lessor. If it is necessary for Lessor to supply and deliver an equivalent item due to the unavailability of a new or other item initially requested by Lessee, Lessor will make its best efforts to deliver the requested new or other initially requested item within 26 weeks of Lessee's initial request.

F. Delivery Tickets. The County's purchasing document and the Vendor's name, the Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and/or other correspondence in connection with the Shipments.

G. Price. Prices listed in Attachment A, for each item, shall be the lease price for the item.

H. Maintenance and Care. Lessee agrees at its own expense to maintain the Equipment in good working order, properly serviced and garaged, including performing all necessary repairs and replacements, and to return the Equipment to Lessor upon the expiration or termination hereof in the same condition as when received except for ordinary wear and tear. ALL REPLACEMENT PARTS SHALL BE ORIGINAL EQUIPMENT MANUFACTURERS ' PARTS. Lessee shall pay for all labor, material and parts required for the proper operation and protection of the Equipment, including expendable items such as lubrication, cable, end bits, cutting edges, anti-freeze, belts and filters. Lessee shall be responsible for any tire damage or wear beyond ordinary wear and tear. The determination of ordinary or excessive wear and tear shall be made solely by Lessor in its reasonable discretion. If the Equipment is returned to Lessor in any condition inferior to the required hereby, Lessee shall pay Lessor upon receipt of invoice, as additional rent, all charges for

cleaning, servicing, repairs and replacements necessary to restore the Equipment to the required condition

3. **PAYMENT.** All payments under this Price Agreement are subject to the following provisions:
   A. **Inspection.** Final inspection and acceptance of the item ordered shall be made at the destination. Item rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
   B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the item meets specifications and will accept the item if the item meets specifications. No payment shall be made for any item until the item has been accepted, in writing, by the Using Department. Unless otherwise agreed upon, between the Department and the Vendor within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the item. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order, unless the Using department gives notice of rejection, within the specified time period, the item will be deemed to have been accepted.
   C. **Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
   D. **Rent and Late Charges.** In consideration of its rights under this Lease, Lessee shall pay Lessor as follows:
      1. At the conclusion of each month of possession and use after certification of the equipment, the rent amount identified in Attachment A shall be remitted to Lessor.
      2. Lessor shall submit a written request for payment to Lessee at the conclusion of each month of possession by Lessee of the equipment following certification of that equipment.
      3. Within thirty (30) days of the issuance of a written request for payment, Lessee shall tender payment for the leased equipment used by Lessee.
      4. In the event Lessee fails to tender payment within thirty (30) days of written request for payment, Lessee shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
      5. Payment under this Lease shall not foreclose the right of Lessee to recover excessive or illegal payment.
   E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid, the payment of taxes for any money received under this Agreement shall be the Vendor's sole responsibility and must be reported under the Vendor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Vendor with written evidence of such exemption(s).

4. **TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by the parties as shown by their signatures below. The term of this Agreement shall be two (2) years.

5. EXPIRATION OF A LEASE. Lessor shall be solely responsible for the cost of retrieving leased equipment at the expiration of a lease period, unless termination results from Lessee's breach in which case Lessee shall be responsible for the cost of returning leased equipment to Lessor.

6. CANCELLATION.

A. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement, without cost to the County, if the item fails to meet the requirements of this Price Agreement.

B. The failure of the Vendor to perform shall create a default pursuant to this Price Agreement.

C. The Vendor may be excused from performance under this Price Agreement if the Vendor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, unless the County shall determine that the item, to be furnished by a sub-vendor, is obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule and agreed upon pricing.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-vendors due to any of the above.

E. The County may cancel all, or any part, of any resulting order without cost to the County if the Vendor fails to meet material provisions of the order and the Vendor shall be liable for any excess costs, incurred by the County, associated with such a default.

7. TERMINATION.

A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County at any time, without penalty. Unless some unforeseen circumstance(s) arise, which Lessee shall document, Lessee will provide written notice to the Vendor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement shall not affect any outstanding order(s).

B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. Return of Equipment Upon Cancellation or Termination. Termination of the Price Agreement also results in termination of the lease of any equipment in the County's possession. In the event of such early termination, as reflected in this section, Lessee shall immediately cease all use of the equipment and shall immediately make arrangements with Lessor or its designee to return the equipment to Lessor at any destination within the continental United States Designated by Lessor. Any expenses or risks associated with returning equipment to Lessor shall be borne solely by Lessee if termination was for

convenience. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted and subject to the provisions of Paragraph 2.H. of this Agreement.

8. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Vendor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement shall not affect any outstanding purchase order(s) issued, by the County, prior to the effective date of the amendment mutually agreed upon.

9. ASSIGNMENT. Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Lease, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed.

A. Each such assignee will be entitled to all of Lessor's rights, however unless otherwise agreed to by Lessor and assignee, assignee shall not be obligated to perform such obligations of Lessor under this Lease.
B. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor's or Lessee's obligations under the assigned Lease.
C. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Lease b) sublet the equipment, or c) permit the equipment to be used for any purpose not permitted by this Lease.

10. NON-COLLUSION. In signing this Agreement, the Vendor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

11. INSPECTION OF PLANT. The County Purchasing Manager may inspect, at any reasonable time, the part of the Vendor's, or any sub-vendor's plant or place of business, which is related to the performance of this Price Agreement.

12. CONDITION OF PROPOSED ITEMS. All proposed items to be delivered under this Price Agreement are to be new and of most current production, unless otherwise specified.

13. COMMERCIAL WARRANTY. The Vendor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Vendor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability.

14. ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES AND LESSOR'S WARRANTIES. To the extent permitted and so long as no event of default has occurred and is

continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all equipment warranties provided by an manufacturer/supplier in the applicable purchase documents.

A. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the equipment, shall upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.

B. All equipment covered by this Lease shall conform to the specifications, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose for which leased, of best quality and workmanship and free from all defects. All equipment delivered, pursuant to this Lease, shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

15. INSURANCE OF EQUIPMENT. Commencing upon acceptance and continuing throughout the initial term, Lessee agrees to keep the equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage.

16. RECORDS. During the term of this Agreement and for three years thereafter, the Vendor shall maintain detailed records pertaining to the products delivered. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

17. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Vendor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final.

18. CONFLICT OF INTEREST. The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Agreement. The Vendor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

19. APPROVAL OF VENDOR REPRESENTATIVES. The County reserves the right to require a change in Vendor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

20. SCOPE OF AGREEMENT, MERGER. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and al such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NOTICE. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. INDEMNIFICATION. The Vendor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Vendor, its agents, officers, employees, or sub-vendors. The Vendor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

23. THIRD PARTY BENEFICIARY. This Lease was not intended to and does not create any rights in any persons not a party hereto.

24. NEW MEXICO TORT CLAIMS ACT. No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by Lessee or its "public employees' at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

25. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Mexico.

26. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be in the state or federal district courts of New Mexico, located in Santa Fe County, New Mexico.

27. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause , sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

28. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

29. SURVIVAL. The Provisions of the following listed included paragraphs shall survive termination of this Agreement: Delivery & Billing Instructions; Status of Vendor, Commercial Warranty; Condition of Proposed Items; Record of Audit; Release; Confidentiality; Indemnification; Applicable Law; Choice of Law; Incorporation by Reference & Precedence; Invalid Term or Condition/Severability; Enforcement of Agreement; and Survival.

30. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:
Santa Fe County Attorney's Office
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276
505-986-6279 (voice)
505-986-6362 (fax)

To the Vendor:

Carlos Rede
Wagner Equipment Company
4000 Osuna Road NW
Albuquerque, NM 87109
(505) 270-3030

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

SANTA FE COUNTY

Virginia Vigil, Chair
Santa Fe Board of County Commissioners

Date: 5/10/11

ATTEST TO:

Valerie Espinoza

Valerie Espinoza
Santa Fe County Clerk

Date: 5/10/11

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

Date: April 21, 2011

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Santa Fe County Finance Director

Date: 4/22/2011

VENDOR

_____
Signature

_____
(Print Name and Title)

FEDERAL TAX I.D. NUMBER: 84-0703569

ATTEST TO:

Valerie Espinoza

Valerie Espinoza
Santa Fe County Clerk

Date: 5/10/11

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

VENDOR

Signature

CARLOS RENE - SALES

(Print Name and Title)

FEDERAL TAX I.D. NUMBER: 84-0703569

Motor Grader Specifications

Scope:
This specification describes a variable horsepower, articulating motor grader with rear mounted ripper/scarifier.

Engine:
EPA Approved Tier 4 in-line, six (6) cylinder diesel. Turbocharger. Variable horsepower range (one hundred eighty three (183) SAE net engine horsepower through two hundred fifteen (215) SAE net engine horsepower). Entire range at ten thousand (10,000) feet. Spin-on oil filter(s). Cold weather starting aid "quick start" or prior approved equal. Complete engine side, lockable, panels. Fuel filter and fuel/water separator. Dry type air cleaner with inner safety element. "sy-klone" pre-cleaner, air restriction indicator. Engine block heater. Horsepower ranges shall be within the specified ranges, no exceptions.

Cooling System:
Liquid cooled. Maximum cooling available. Long-life or extended life coolant. Anti-freeze protection to minus thirty (30) degrees Fahrenheit. Locking lid or cap.

Exhaust System:
Vertical exhaust and muffler system with ninety (90) or forty-five (45) degree turn out.

Fuel System:
Maximum fuel capacity available. Fuel strainer. Locking lid or cap.

Electrical System:
Twenty-four (24) volt starting and charging system. One hundred (100) AMP alternator. Heavy-duty, maintenance free batteries providing one thousand four hundred (1,400) CCA combined. Locking lid or covers. Master disconnect switch. Wire/install two (2) thirty (30) AMP twelve (12) volt power auxiliary outlets cigarette lighter type in the cab.

Instrumentation:
Multi-stage electronic monitoring system for engine, electrical, hydraulics and transmission. Provide gauges for engine temperature, oil pressure and fuel level. Provide the following meters: hour meter, tachometer and voltmeter. High engine temperature and low oil pressure shall also have visual and audible warning.

Lighting:
Stop-turn-running-warning-backup-lights. Two (2) front and two (2) rear cab work lights with two (2) rear mounted work lights. Two (2) moldboard work lights.

Transmission:
Full power shift, single control lever. Eight (8) forward speeds and four (4) reverse speeds. Spin-on oil filter and oil cooler. No operator clutching required for direction or gear changes. Transmission neutral safety switch. Factory installed bolt-on transmission bottom guard to completely cover all exposed areas of transmission bottom.

ATTACHMENT A

(18 PAGES)

Rear Axles:
Inboard planetary. Operator controlled rear axle differential lock/unlock with switch or foot operated valve, hydraulically actuated engage-able-on-the-go under full engine RPM in any gear (automatic lock/unlock not acceptable).

Tandem Drive:
Oscillating tandem welded box section. Sprocket drive chain in oil-tight housing. Magnetic drain plug and oil level plug. Breather.

Front Axle:
Oscillating front axle with left/right hydraulic power wheel lean.

Steering:
Two (2) cylinder, full power steering with supplemental, secondary emergency steering system that actuates in the event of engine or system failure to meet or exceed SAE J53.

Frame Articulation:
Hydraulic controlled frame articulation behind cab. Rear steer indicator.

Brakes:
To meet or exceed SAE J1473. Hydraulic or air actuated, oil-disc brake system on all four (4) rear wheels. Brakes shall be sealed and fully enclosed to allow operation in water, mud, snow and other adverse weather conditions without encountering brake fade. Parking brake engaged light with in-dash buzzer. Supplemental, secondary emergency brake system to actuate in the event of engine or system failure. Air dryer on air brakes system.

Tires and Wheels:
Six (6), radial tires 17.5X25 twelve (12) ply on fourteen (14) inch multi-piece wheels. Spare wheel included.

Cab:
Low profile or manufactures standard OSHA approved ROPS/FOPS fully enclosed, sound suppressed cab with cab filter. Tinted safety glass. Factory installed air conditioner. Hand/foot throttle. Decelerator. Electric two (2) speed windshield wipers front/rear with front/rear windshield washers. Dual windshield wipers with washes for lower cab windows. Horn. Forty thousand (40,000) BTU heater. Front/rear two (2) speed fan window defrosters. Defroster demisters for side windows. Tilt steering wheel with front/aft adjustable console or adjustable joy stick controls. Adjustable deluxe cloth suspension seat with safety belt. AM/FM radio. Interior rear view mirror. Manufacturer's standard exterior convex mirrors right/left. Exterior, heated rear view mirrors right/left west coast type. Complete rubber floor mat.

Hydraulic System:
Closed-center, load sensing, pressure compensating system. Fifty-four (54) gallons per minute output at two thousand (2,000) RPM. Spin-on oil filter. Hydraulic oil cooler. All hydraulic cylinders shall be chrome plated. Hydraulic reservoir with sight gauge or dipstick. Locking lid or cap.

Control/Valves:
Joy stick controls or Industry standard, short stroke/low effort direct acting controls and valves or electro-hydraulic controls. All hydraulic controls and functions shall be independent of each other.

Draw Bar:
Heavy-duty, welded steel box section(s).

Moldboard and Cutting Edges:
Carbide insert cutting edges. Fourteen (14) foot single piece moldboard (extensions not acceptable). Seven-eighths (7/8) inch thick. Moldboard lift accumulators. Hydraulic controlled moldboard side-shift, moldboard pitch and moldboard float. Replaceable heat treated end bits.

Circle:
Hardened teeth, tree hundred sixty (360) degrees continuous rotation. Adjustable shoes. Hydraulic controlled circle rotation. Circle reverse slip clutch or overload relief valve.

Saddle:
Shall have a rotating saddle to either side that will allow ninety (90) degree and 2:1 left/right bank cutting angle. Hydraulically controlled, obtainable without leaving cab.

Ripper/Scarifier:
Hydraulic controlled rear mounted ripper/scarifier with full set of ripper shanks and scarifier teeth.

Front Counter Weights:
Manufacturer's standard to offset rear ripper/scarifier.

Rear Hitch:
Manufacturer's standard rear hitch with pin.

Operating Weight:
Thirty nine thousand five hundred (39,500) pounds as specified.

Toolbox:
Manufacturer's standard, lockable metal toolbox.

Paint:
Primer and paint at factory with factory standard color.

Tie Down Points:
Minimum of eight (8) manufacturer's standard designated tie down points. Labeled with the lettering "tie down point".

Safety Lighting System:
Two (2) oval amber/blue led strobes mounted in metal enclosed housings at rear left/right (location to be determined by user) wired and fused separately to a heavy-duty switch.

Led Light Bar:
"Federal Signal" (high-lighter led 4543015-00003) amber front read rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Backup Alarm:
Single sound level, one hundred twelve (112) decibels "PRECO" (380) or approved equal.

SMV:
Provide slow moving vehicle (SMV) sign at rear.

Grab Handles/Steps:
Easy access grab handles and steps to enter and exit cab.

Bid Sheet I
Motor Grader

Please indicate if the specification requested is included in the base price amount by circling the word "Included". If a specification needs to be added or can be deleted include the cost and specify if it is an addition or deletion by circling the appropriate selection. **DO NOT** include the additions or deletions in the base price amount as these will be options Santa Fe County will choose from.

EPA Approved Tier 4 in-line, six (6) cylinder diesel. Turbocharger. Variable horsepower range (one hundred eighty three (183) SAE net engine horsepower through two hundred fifteen (215) SAE net engine horsepower). Entire range at ten thousand (10,000) feet. Spin-on oil filter(s). Cold weather starting aid "quick start" or prior approved equal. Complete engine side, lockable, panels. Fuel filter and fuel/water separator. Dry type air cleaner with inner safety element. "Sy-klone" pre-cleaner, air restriction indicator. Engine block heater. Horsepower ranges shall be within the specified ranges, no exceptions.

BASE $ 2,398.00/mo.

MAKE CATERPILLAR

MODEL 140M

Cooling System: Liquid cooled. Maximum cooling available. Long-life or extended life coolant. Anti-freeze protection to Minus thirty (30) degrees Fahrenheit. Locking lid or cap.

Included/Add/Delete_____

Exhaust System: Vertical exhaust and muffler system with ninety (90) or forty-five (45) degree turn out.

Included/Add/Delete_____

Fuel System: Maximum fuel capacity available. Fuel strainer. Locking lid or cap.

Included/Add/Delete_____

Electrical System: Twenty-four (24) volt starting and charging system. One hundred (100) AMP alternator. Heavy-duty, maintenance free batteries providing one thousand four hundred (1,400) CCA combined. Locking lid or covers. Master disconnect switch. Wire/install two (2) thirty (30) AMP twelve (12) volt power auxiliary outlets cigarette lighter type in the cab.

Included/Add/Delete_____

Instrumentation: Multi-stage electronic monitoring system for engine, electrical, hydraulics and transmission. Provide gauges for engine temperature, oil pressure and fuel level. Provide the following meters: hour meter, tachometer and voltmeter. High engine temperature and low oil pressure shall also have visual and audible warning.

Included/Add/Delete_____

Lighting: Stop-turn-running-warning-backup-lights. Two (2) front and two (2) rear cab work lights with two (2) rear mounted work lights. Two (2) moldboard work lights.

Included/Add/Delete_____

Transmission: Full power shift, single control lever. Eight (8) forward speeds and four (4) reverse speeds. Spin-on oil filter and oil cooler. No operator clutching required for direction or gear changes. Transmission neutral safety switch. Factory installed bolt-on transmission bottom guard to completely cover all exposed areas of transmission bottom.

Included/Add/Delete_____

Rear Axles: Inboard planetary. Operator controlled rear axle differential lock/unlock with switch or foot operated valve, hydraulically actuated engage-able-on-the-go under full engine RPM in any gear (automatic lock/unlock not acceptable).

Included/Add/Delete_____

Tandem Drive: Oscillating tandem welded box section. Sprocket drive chain in oil-tight housing. Magnetic drain plug and oil level plug. Breather.

Included/Add/Delete_____

Front Axle: Oscillating front axle with left/right hydraulic power wheel lean.

Included/Add/Delete_____

Steering: Two (2) cylinder, full power steering with supplemental, secondary emergency steering system that actuates in the event of engine or system failure to meet or exceed SAE J53.

Included/Add/Delete_____

Frame Articulation: Hydraulic controlled frame articulation behind cab. Rear steer indicator.

Included/Add/Delete_____

Brakes: To meet or exceed SAE J1473. Hydraulic or air actuated, oil-disc brake system on all four (4) rear wheels. Brakes shall be sealed and fully enclosed to allow operation in water, mud, snow and other adverse weather conditions without encountering brake fade. Parking brake engaged light with in-dash buzzer. Supplemental, secondary emergency brake system to actuate in the event of engine or system failure. Air dryer on air brakes system.

Included/Add/Delete_____

Tires and Wheels: Six (6), radial tires 17.5X25 twelve (12) ply on fourteen (14) inch multi-piece wheels. Spare wheel included.

Included/Add/Delete_____

Cab: Low profile or manufactures standard OSHA approved ROPS/FOPS fully enclosed, sound suppressed cab with cab filter. Tinted safety glass. Factory installed air conditioner. Hand/foot throttle. Decelerator. Electric two (2) speed windshield wipers front/rear with front/rear windshield washers. Dual windshield wipers with washes for lower cab windows. Horn. Forty thousand (40,000) BTU heater. Front/rear two (2) speed fan window defrosters. Defroster demisters for side windows. Tilt steering wheel with front/aft adjustable console or adjustable joy stick controls. Adjustable deluxe cloth suspension seat with safety belt. AM/FM radio. Interior rear view mirror. Manufacturer's standard exterior convex mirrors right/left. Exterior, heated rear view mirrors right/left west coast type. Complete rubber floor mat.

Included/Add/Delete_____

Hydraulic System: Closed-center, load sensing, pressure compensating system. Fifty-four (54) gallons per minute output at two thousand (2,000) RPM. Spin-on oil filter. Hydraulic oil cooler. All hydraulic cylinders shall be chrome plated. Hydraulic reservoir with sight gauge or dipstick. Locking lid or cap.

Included/Add/Delete_____

Control/Valves: Joy stick controls or Industry standard, short stroke/low effort direct acting controls and valves or electro-hydraulic controls. All hydraulic controls and functions shall be independent of each other.

Included/Add/Delete_____

Draw Bar: Heavy-duty, welded steel box section(s).

Included/Add/Delete_____

Moldboard and Cutting Edges: Carbide insert cutting edges. Fourteen (14) foot single piece moldboard (extensions not acceptable). Seven-eighths (7/8) inch thick. Moldboard lift accumulators. Hydraulic controlled moldboard side-shift, moldboard pitch and moldboard float. Replaceable heat treated end bits.

Included/Add/Delete_____

Circle: Hardened teeth, tree hundred sixty (360) degrees continuous rotation. Adjustable shoes. Hydraulic controlled circle rotation. Circle reverse slip clutch or overload relief valve.

Included/Add/Delete_____

Saddle: Shall have a rotating saddle to either side that will allow ninety (90) degree and 2:1 left/right bank cutting angle. Hydraulically controlled, obtainable without leaving cab.

Included/Add/Delete_____

Ripper/Scarifier: Hydraulic controlled rear mounted ripper/scarifier with full set of ripper shanks and scarifier teeth.

Included/Add/Delete_____

Front Counter Weights: Manufacturer's standard to offset rear ripper/scarifier.

Included/Add/Delete_____

Rear Hitch: Manufacturer's standard rear hitch with pin.

Included/Add/Delete_____

Operating Weight: Thirty nine thousand five hundred (39,500) pounds as specified.

Included/Add/Delete_____

Toolbox: Manufacturer's standard, lockable metal toolbox.

Included/Add/Delete_____

Paint: Primer and paint at factory with factory standard color.

Included/Add/Delete_____

Tie Down Points: Minimum of eight (8) manufacturer's standard designated tie down points. Labeled with the lettering "tie down point".

Included/Add/Delete_____

Safety Lighting System: Two (2) oval amber/blue led strobes mounted in metal enclosed housings at rear left/right (location to be determined by user) wired and fused separately to a heavy-duty switch.

Included/Add/Delete $650.00

Led Light Bar: "Federal Signal" (high-lighter led 4543015-00003) amber front read rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Included/Add/Delete $760.00

Backup Alarm: Single sound level, one hundred twelve (112) decibels "PRECO" (380) or approved equal.

Included/Add/Delete_____

SMV: Provide slow moving vehicle (SMV) sign at rear.

Included/Add/Delete_____

Grab Handles/Steps: Easy access grab handles and steps to enter and exit cab.

Included/Add/Delete_____

Backhoe Loader Specifications

Scope:
This specification describes a Four Wheel Drive, Backhoe Loader with extendable dipper.

Engine:
EPA approved Tier 4 certified, diesel, electronic fuel injection, factory installed turbocharged (altitude compensator not acceptable). Ninety-one (91) SAE net engine horsepower at rated rpm. Duel stage, dry-type air cleaner with inner safety element. Air restriction indicator and pre-cleaner. Spin on-type oil filter(s). Fuel filter and fuel/water separator. Cold weather starting aid "quick start" or equal. Engine block heater.

Hood:
Tilting hood (lockable).

Exhaust:
Vertical exhaust and muffler system with ninety (90 degree turn out.

Cooling:
Liquid cooled, maximum cooling available. Anti-freeze protection in system to minus thirty-four (34) degrees Fahrenheit. Long life or extended life coolant/anti-freeze. Locking lid or cap.

Transmission:
4-speed, forward and reverse power shuttle. Neutral safety switch. Transmission disconnect system on transmission shift lever. Spin-on transmission filter.

Fuel Tank:
Minimum thirty gallon (30). Locking lid or cap.

Steering:
Full power, hydrostatic.

Front Axle:
Oscillating, four-wheel drive engaged/disengaged from cab.

Front Drive Shaft:
Manufacturer's standard with drive shaft guard.

Rear Axle:
Heavy-duty axle with cab controlled differential lock/unlock.

Brakes:
Fully enclosed, hydraulic actuated wet disk, individually applied and interlock. Parking brake, spring applied, hydraulic release.

Ride Control:
In cab select ride control.

Electrical System:
Twelve (12)-volt starting and charging system. Ninety (90) amp alternator. Two (2) eight hundred and fifty (850) cca battery with lockable lid or cover. Two (2)-twelve-(12) volt thirty (30) amp accessory power plugs in the cab. Master disconnect switch.

Lighting:
Run-turn-stop-warning lights. Four (4) front and four (4) rear work lights.

Throttle:
Foot and hand lever control with infinite settings with electronic control.

Tires:
Manufacturer's standard front and rear, traction lug-type.

Hydraulics:
Thirty-eight (38) gallons per minute backhoe flow. Twenty-eight (28) gallons per minute loader flow. Reservoir with sight gauge (anti-vandalism protection). Spin-on hydraulic filter. Hydraulic oil cooler.

Instrumentation:
Electronic monitoring system for engine, electrical, power train and hydraulics. Provide the following gauges/meters: engine temperature, fuel, converter, hour meter and tachometer. High coolant temperature, low oil pressure, parking brake engagement, shuttle engagement/seat position, backup alarm, shall have audible and visual alarm warning.

Cab:
Fully enclosed ROPS-FOPS pressurized deluxe cab with tinted glass. Not to exceed seventy seven (77) db(a) decibels sound level. Right/left cab entry. Tilt wheel. Complete rubber floor mat. Factory installed air conditioner. Heater/defroster. Interior rear view mirror. Front/rear windshield wipers with front/rear windshield washers. Sun Visor. Tilt steering wheel. Deluxe cloth suspension seat with safety belt. Storage compartments. Cup holders. Coat hook. Horn, dual switched front and rear. AM/FM Stereo system.

Fenders:
Manufacturer's standard rear fenders.

Counterweights:
Manufacturer's recommended front-end counterweights for safe and efficient operation with extendable dipper stick.

Operating Weight:
Sixteen thousand nine hundred (16,900) pounds as specified

**********Front End Loader**********

Controls:
Single-lever control to raise, neutral, lower, float, curl, dump, return-to-dig, bucket position indicator and clutch disconnect button on loader control.

Loader Bucket:
Heavy-duty general purpose bucket, bolt-on cutting edge. Three (3) lifting eyes or hooks.

Loader Arms:
Heavy-duty manufacturer's standard with safety prop.

**********Backhoe**********

Controls:
2-lever joy-stick controls with electric/hydraulic pilot operated control system (no cables or rods). In-cab selectable excavator to backhoe control pattern change (no tools required).

Backhoe Bucket:
Twenty-four (24) inch sever-duty. Complete with rock teeth and lifting eye or hook.

Extendible Dipper Stick:
Manufacturer's standard electric/hydraulic push button controlled (proportional valve) extendible dipper stick (no cables or rods).

Boom:
Manufacturer's standard heavy-duty boom. One hundred eighty (180) degrees swing arc. Transport lock.

Stabilizers:
Anti-drift, reversible pads for dirt and street.

Toolbox:
Manufacturer's standard lockable toolbox.

Paint:
Prime and paint at factory with factory standard color.

Backup Alarm:
Single sound level backup alarm with a minimum sound level of one hundred twelve (112) decibels "PRECO" (45a) or prior approved equal.

Slow moving vehicle emblem (SMV):
Slow moving vehicle (SMV) emblem at rear.

Led Light Bar:
"Federal signal" (high-lighter led 4543015-00003) amber front red rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Grab Handles/Steps:
Cab access grab handles and steps for entering and exiting cab.

Tie Down Points:
Minimum of four (4) designated tie down points with visual labeling, designed to accommodate chains with five-eighths (5/8) inch hooks.

Bid Sheet II
Backhoe Loader

Please indicate if the specification requested is included in the base price amount by circling the word "Included". If a specification needs to be added or can be deleted include the cost and specify if it is an addition or deletion by circling the appropriate selection. **DO NOT** include the additions or deletions in the base price amount as these will be options Santa Fe County will choose from.

EPA approved Tier 4 certified, diesel, electronic fuel injection, factory installed turbocharged (altitude compensator not acceptable). Ninety-one (91) SAE net engine horsepower at rated rpm. Duel stage, dry-type air cleaner with inner safety element. Air restriction indicator and pre-cleaner. Spin on-type oil filter(s). Fuel filter and fuel/water separator. Cold weather starting aid "quick start" or equal. Engine block heater.

BASE $1,170.00/MO.

MAKE CATERPILLAR

MODEL 420E

Hood: Tilting hood (lockable).

Included/Add/Delete_____

Exhaust: Vertical exhaust and muffler system, with ninety (90) degree turn out.

Included/Add/Delete_____

Cooling: Liquid cooled, maximum cooling available. Anti-freeze protection in system to minus thirty-four (34) degrees Fahrenheit. Long life or extended life coolant/anti-freeze. Locking lid or cap.

Included/Add/Delete_____

Transmission: 4-speed, forward and reverse power shuttle. Neutral safety switch. Transmission disconnect system on transmission shift lever. Spin-on transmission filter.

Included/Add/Delete_____

Fuel Tank: Minimum thirty gallon (30). Locking lid or cap.

Included/Add/Delete_____

Steering: Full power, hydrostatic.

Included/Add/Delete_____

Front Axle: Oscillating, four-wheel drive engaged/disengaged from cab.

Included/Add/Delete_____

Front Drive Shaft: Manufacturer's standard with drive shaft guard.

Included/Add/Delete_____

Rear Axle: Heavy-duty axle with cab controlled differential lock/unlock.

Included/Add/Delete_____

Brakes: Fully enclosed, hydraulic actuated wet disk, individually applied and interlock. Parking brake, spring applied, hydraulic release.

Included/Add/Delete_____

Ride Control: In cab select ride control.

Included/Add/Delete_____

Electrical System: Twelve (12)-volt starting and charging system. Ninety (90) amp alternator. Two (2) eight hundred and fifty (850) cca battery, with lockable lid or cover. Two (2)-twelve-(12) volt thirty (30) amp accessory power plugs in the cab. Master disconnect switch.

Included/Add/Delete_____

Lighting: Run-turn-stop-warning lights. Four (4) front and four (4) rear work lights.

Included/Add/Delete_____

Throttle: Foot and hand lever control with infinite settings with electronic control.

Included/Add/Delete_____

Tires: Manufacturer's standard front and rear, traction lug-type.

Included/Add/Delete_____

Hydraulics: Thirty-eight (38) gallons per minute backhoe flow. Twenty-eight (28) gallons per minute loader flow. Reservoir with sight gauge (anti-vandalism protection). Spin-on hydraulic filter. Hydraulic oil cooler.

Included/Add/Delete_____

Instrumentation: Electronic monitoring system for engine, electrical, power train and hydraulics. Provide the following gauges/meters: engine temperature, fuel, converter, hour meter and tachometer. High coolant temperature, low oil pressure, parking brake engagement, shuttle engagement/seat position, backup alarm, shall have audible and visual alarm warning.

Included/Add/Delete_____

Cab: Fully enclosed ROPS-FOPS pressurized deluxe cab with tinted glass. Not to exceed seventy seven (77) db(a) decibels sound level. Right/left cab entry. Tilt wheel. Complete rubber floor mat. Factory installed air conditioner. Heater/defroster. Interior rear view mirror. Front/rear windshield wipers with front/rear windshield washers. Sun Visor. Tilt steering wheel. Deluxe cloth suspension seat with safety belt. Storage compartments. Cup holders. Coat hook. Horn, dual switched front and rear. AM/FM Stereo system.

Included/Add/Delete_____

Fenders: Manufacturer's standard rear fenders.

Included/Add/Delete_____

Counterweights: Manufacturer's recommended front-end counterweights for safe and efficient operation with extendable dipper stick.

Included/Add/Delete_____

Operating Weight: Sixteen thousand nine hundred (16,900) pounds as specified.

Included/Add/Delete_____

**********Front End Loader**********

Controls: Single-lever control to raise, neutral, lower, float, curl, dump, return-to-dig, bucket position indicator and clutch disconnect button on loader control.

Included/Add/Delete_____

Loader Bucket: Heavy-duty general purpose bucket, bolt-on cutting edge. Three (3) lifting eyes or hooks.

Included/Add/Delete_____

Loader Arms: Heavy-duty manufacturer's standard with safety prop.

Included/Add/Delete_____

**********Backhoe**********

Controls: 2-lever joy-stick controls with electric/hydraulic pilot operated control system (no cables or rods). In-cab selectable excavator to backhoe control pattern change (no tools required).

Included/Add/Delete_____

Backhoe Bucket: Twenty-four (24) inch sever-duty. Complete with rock teeth and lifting eye or hook.

Included/Add/Delete_____

Extendible Dipper Stick: Manufacturer's standard electric/hydraulic push button controlled (proportional valve) extendible dipper stick (no cables or rods).

Included/Add/Delete_____

Boom: Manufacturer's standard heavy-duty boom. One hundred eighty (180) degrees swing arc. Transport lock.

Included/Add/Delete_____

Stablizers: Anti-drift, reversible pads for dirt and street.

Included/Add/Delete_____

Toolbox: Manufacturer's standard lockable toolbox.

Included/Add/Delete_____

Paint: Prime and paint at factory with factory standard color.

Included/Add/Delete_____

Backup Alarm: Single sound level backup alarm with a minimum sound level of one hundred twelve (112) decibels "PRECO" (45a) or prior approved equal.

Included/Add/Delete_____

Slow moving vehicle emblem (SMV): Slow moving vehicle (SMV) emblem at rear.

Included/Add/Delete_____

Led Light Bar: "Federal signal" (high-lighter led 4543015-00003) amber front red rear, mini led light bar or approved equal mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Included/Add/Delete $700.00

Grab Handles/Steps: Cab access grab handles and steps for entering and exiting cab.

Included/Add/Delete_____

Tie Down Points: Minimum of four (4) designated tie down point, with visual labeling, designed to accommodate chains with five-eighths (5/8) inch hooks.

Included/Add/Delete_____