

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

360



FROM: Waste Management Department

SUBMITTAL DATE:
July 18, 2013

SUBJECT: Approve the Purchase of One Caterpillar D8T 4i Waste Handling Tractor for the Waste Management Department via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received.

RECOMMENDED MOTION: That the Board of Supervisors:

Receives and files notice of the proposed purchase of one (1) Caterpillar D8T 4i Waste Handling Tractor in the amount of \$754,977.89 in accordance with Ordinance No. 459.4. Said purchase shall be pursuant to the County Purchasing Agent approving the purchase on behalf of the County.

BACKGROUND: On May 9, 2013, the County Purchasing Department issued a Request For Quotation on behalf of the Waste Management Department for one (1) Caterpillar D8T 4i Waste Handling Tractor, or equal. The RFQ# WMARC - 222 was posted on PublicPurchase.com, the County Purchasing Website and e-mailed to several local Riverside County Equipment Dealers. Upon RFQ closing on May 23, 2013, three bids were received. Two of the three bids were disqualified as non-responsive for failing to meet the specifications listed in the RFQ. Consequently, only one responsive bid was received, from Johnson Machinery Company of Riverside, CA. Other Southern California area Caterpillar dealers including Quin Company and Hawthorne CAT did not submit quotes per the regional franchise Caterpillar agreements that discourage competition among regional Caterpillar franchisees. The disqualified bidders stated that they could not meet the pending U.S. EPA Tier-IV engine emission requirements and/or the high drive planetary type final drives specified in the bid. (continued)

Hans Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 754,977.89	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$NA	Budget Adjustment:	No
	Annual Net County Cost:	\$NA	For Fiscal Year:	FY13/14

SOURCE OF FUNDS: Waste Management Department Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**
BY:
Alex Gann
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Date: 53 JULY 30 2013
xc: Waste, Purchasing

RECEIVED BY FAX 12052
RECEIVED BY FAX 12052

Prev. Agn. Ref.: 4/30/13 (12.1C)

District: All

Agenda Number:

12-20

Departmental Concurrence

PURCHASING & FLEET SERVICES

Robert Howdyshell, Director

Policy Policy

Consent

Consent

Dept's Recomm.:
Per Exec. Ofc.:

F11 – Approve the Purchase of One Caterpillar D8T 4i Waste Handling Tractor for the Waste Management Department via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received.

July 18, 2013

Page 2

Due to California Air Resources Board (CARB) Off-Road Diesel Emissions Regulations it is prudent to purchase the highest tier (lowest emission) engine available when purchasing new equipment to meet or exceed CARB regulations in order to retain compliance credits and avoid penalties. High drive planetary type final drives are essential to efficient operation in the harsh landfill environments in which this equipment will be used. The Caterpillar D8T 4i Waste Handling Tractor is the only equipment which meets both the U.S. EPA Tier-IV emission regulations and high drive design requirements.

To comply with In-Use Off-Road Diesel regulations, the Department must replace many of the units within its landfill fleet before 2021. The Department plans to phase the required replacement of equipment fleet over several years. Current year replacement strategies include one (1) D8T dozer. The first unit proposed for replacement is a 1998 Caterpillar D8R dozer that is in need of repairs estimated to exceed \$200,000.00.

There are three (3) manufacturers of landfill crawler-dozers in the 80,000 pound weight class: Caterpillar model D8T, Komatsu D155AX-15SL, and the John Deere 1050J-WH. The Department's existing waste handling dozers are a combination of Caterpillar model D8R and D9R models. After researching the performance, features, and suitability of each machine, Department staff is recommending the standardizing of landfill dozers to the Caterpillar brand, for the following reasons:

Durability: Department staff has experienced the durability of the D8R and D9R series crawler-dozer first hand. The Department's existing D8R series has accumulated more than 15,000 operating hours and the D9R series accumulating more than 20,000 operating hours. Much of this durability can be attributed to the D8 and D9 series tractors' outstanding design, features of which are described in the following paragraphs:

Drivetrain: This is the most compelling advantage that the Caterpillar machine offers. Caterpillar utilizes an elevated sprocket final drive arrangement "High Drive" that is a proprietary design characteristic of Caterpillar. The final drive is elevated approximately five feet above the bottom of the tracks. The Komatsu and John Deere designs use a conventional final drive arrangement, in which the final drive contacts the bottom of the tracks directly. The elevated sprocket final drive design of Caterpillar is preferred in landfill operations, because its higher location means that it is less likely to incur damage from trash and debris than the conventional final drive arrangement, which is in constant contact with trash and debris. Other benefits of the elevated design include the ability to more easily view debris build up and access to clean tracks, reducing the potential damage that may result from unseen/untreated debris build up in tracks. It is estimated that man hours spent cleaning tracks on an elevated sprocket final drive design is half that which is needed to clean tracks on a low drive design machine. Over the daily operation of a machine this has the potential to equate to one man hour per day. Over the life of the machine (20,000 hours/7 years), this equates to 2,184 hours/7 years or \$63,795.00 over the life of the machine (based on current year salaries). The success of the elevated sprocket final drive arrangement has been evidenced by the Department's existing Caterpillar D8R and D9R series crawler-dozers.

Cooling System: The Caterpillar cooling system employs a modular radiator that consists of six (6) replaceable core sections. The John Deere employs a single radiator core. The advantage of a modular radiator comes into play when considering the amount of metal (such as rebar) that a landfill dozer encounters on a daily basis. From time to time pieces of rebar and pipe will migrate through the radiator guard, puncturing the core. With the Caterpillar, only one of the radiator core sections needs to be removed for repair or replacement. With John Deere the

F11 – Approve the Purchase of One Caterpillar D8T 4i Waste Handling Tractor for the Waste Management Department via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received

July 18, 2013

Page 3

entire radiator core needs to be removed along with the hard nose (front grill section) to access the core when repair/replacement is needed.

Standardization: The Caterpillar D8T is functionally identical to the model it will replace as it incorporates a "C" series Caterpillar engine, which is currently in use in many of the Department's on-road and off-road vehicle applications within the fleet. Department staff will be maintaining this equipment, and standardization is an important factor, both from a productivity and cost effectiveness standpoint as it relates to equipment maintenance, repair and operation. The Department has made a significant investment in mechanic staff training, diagnostic equipment, and software utilized in the troubleshooting and repair of Caterpillar engines and equipment components. Although equipment specific training is provided with any new machine, Department operators and service technicians will experience a seamless transition from the D8R to the D8T.

Parts and Service Support: Caterpillar, Inc.'s western United States parts distribution service center is located in Bakersfield, California. Johnson Equipment is the regional parts/service provider for Caterpillar and has a full service warehouse and service facility located within 25 miles of the Department's two main landfill sites. Johnson Equipment currently has a contract to provide parts to the Department with a commitment to fill a minimum of 96% of all parts orders within 24 hours or less. Although the local Komatsu vendor, Road Builders, also has local warehouse facilities in Perris and City of Industry, their quoted fill rate is only 46% and the main Komatsu parts distribution center is located in Ripley Tennessee. In addition, any component rebuild or machining needs for the Caterpillar machine can be performed onsite at Johnson Equipment's local facility. The Komatsu dealer, Road Builders, does not have this same ability locally and must transport components to their Phoenix, Arizona facility. The shipment of components out of state eliminates the Departments ability and/or increases the cost to inspect the component after tear down to verify the damage and assess the repair need and significantly increases the downtime needed for repairs. It should also be noted that there are zero Komatsu trash dozers in operation in California.

Cost Recovery: Resale value is a major consideration in this purchase as the popularity of Caterpillar tractor/dozers of this class is much higher than that of competing models. A review of a three (3) month auction result from December 2012 through February 2013 supplied by Ritchie Brothers auction service revealed 31 Caterpillar D8T tractors/dozers sold throughout North America for an average price of \$280,000. In contrast, during the same auction period only 4 Komatsu D155AX tractors/dozers sold at an average price of \$92,500 and only 4 John Deere 1050 tractors/dozers sold at an average price of \$91,875. The model year of the Caterpillar units ranged from 2005-2009, Komatsu units ranged from 1999-2008 and the John Deere units ranged from 2002-2008.

The Department has also researched the possibility of purchasing used Caterpillar D8T waste handling dozers through 3 different sources, Ritchie Brothers, Iron Planet, and direct through Caterpillar. During this search it was found that no used dozers were equipped with a Waste Handling package (guards, blade, and track shoes), which are necessary components for landfill operations. The cost of these components coupled with installation costs are approximately \$199,318.46. Additionally, during this search it was found that the average operating hours on the machines ranged from 6,500 to 7,500 hours indicating the necessity for a costly total power train rebuild (Transmission, Differential, Torque, and Engine) and a complete undercarriage replacement within 500-1,500 hours at an approximate cost of \$130,000. It was also identified that most of the used equipment available direct from Caterpillar and other on-line used equipment sites is located outside of California.

F11 – Approve the Purchase of One Caterpillar D8T 4i Waste Handling Tractor for the Waste Management Department via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received

July 18, 2013

Page 4

Transportation costs to relocate equipment from out of state would further increase the acquisition cost, (example: Texas to Moreno Valley \$19,750). Another consideration of importing equipment from out of state is the requirement to comply with In Use Off Road Diesel Regulations of the California Air Resources Board, which would likely require additional costs of approximately \$65,000 to retrofit engines to comply with emissions requirements. It should also be noted that used equipment is "Sold As Is" (no warranty), thus requiring that cost for all repairs immediately upon delivery be borne by the Department.

PRICE REASONABLENESS: The County is receiving a government discount of 28%. The discount being offered is identical to that offered to the federal government.

The proposals were reviewed by personnel from Purchasing and the Waste Management Department. The bids were reviewed based on overall cost and ability to provide a tractor in accordance to the specifications. Bid evaluation resulted in two of the three bids being disqualified for failure to meet specifications and consequently, Johnson Machinery Company was selected as the only responsive/responsible vendor, submitting a bid. The Caterpillar D8T 4i Waste Handling Tractor should be purchased from Johnson Machinery Company at a purchase price of \$754,977.89.

REVIEW/APPROVAL: Purchasing and County Counsel concurs with this request.

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



12-1C

On motion of Supervisor Stone, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Waste Resources Management regarding Approval of the Sole Source Purchase of One (1) Caterpillar D8T Track Type Tractor is continued to Tuesday, July 30, 2013 at 10:30 p.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on April 30, 2013 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: April 30, 2013
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.

xc: Waste, COB

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

336



FROM: Waste Management Department

SUBMITTAL DATE:
April 15, 2013

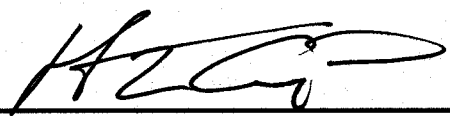
SUBJECT: Sole Source Purchase of One (1) Caterpillar D8T Track Type Tractor

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Sole Source Purchase of one (1) Caterpillar D8T Track Type Tractor from Johnson Machinery in the amount of \$777,279.24; and
2. Authorize the Purchasing Agent to issue a Purchase Order for the cost as noted.

BACKGROUND: Johnson Machinery is the authorized Caterpillar distributor for Riverside County. The Caterpillar D8T is the best choice of machine for use in a landfill environment as it utilizes a trademarked high drive design with an elevated-sprocket final drive arrangement, wherein the final (track) drive is elevated approximately five feet above the bottom of the tracks. The elevated-sprocket final drive is preferred for landfill operations because the higher placement of the final drive limits contact with trash and debris encountered in a landfill environment, thereby, reducing the likelihood of damage.
(continued)

Purchasing: *Mark Seiler*
 Departmental *Mark Seiler* Assistant Director

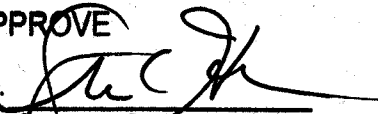


 Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 777,279.24	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	12/13

SOURCE OF FUNDS: Waste Management Annual Approved Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

 BY: _____
 Steven C. Horn, MPA

County Executive Office Signature

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

5013 466 53 6WIS: 58
 OFFICE BOARD OF SUPERVISORS
 RECEIVED RIVERSIDE CALIF.

Prev. Agn. Ref.: _____ | District: All | Agenda Number: **12-1**

RCED APR 18/13 PM 2:38

ADHOC

RECEIVED

2013 APR 23 PM 12:28

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

15-1

C

In comparison, the conventional final drive placement location of other machine manufacturers, including those manufactured by John Deere and Komatsu, are at ground level and are constantly in direct contact with trash and debris. This direct contact increases the likelihood of damage and the potential for final drive failure which would necessitate the need for costly and time consuming repairs.

Additionally, Caterpillar has a vast service and parts support network in the local area including the Johnson Machinery service facility which is capable of performing any repair and overhaul need on any Caterpillar machine. Johnson Machinery also offers a 97% fill rate (within 24 hours) for parts on this model. This commitment dramatically reduces machine down time ensuring maximum operational productivity and cost effectiveness. Other manufactures are not as well supported in the area.

PRICE REASONABLENESS: Johnson Machinery is offering Waste Management a governmental discount in the amount of \$275,497.34 off of the list price of this machine and is a local vendor within Riverside County. This discount is identical to that offered to the Federal Government by Caterpillar's Defense and Federal Products Division. Additionally, Johnson Machinery is a local vendor within Riverside County.



Riverside County
Waste Management Department

Hans W. Kernkamp, General Manager-Chief Engineer

Date: April 15, 2013
From: Hans W. Kernkamp, General Manager-Chief Engineer **Dept:** Waste Management
To: Board of Supervisors
Via: Melissa Etter, Buyer I
Subject: **Sole Source Procurement; Request for Purchase of One (1) Caterpillar D8T Track Type Tractor (Dozer)**

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

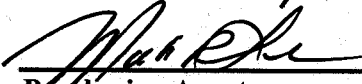
- 1. Supply/Service being requested:** Purchase of one (1) Caterpillar D8T Track Type Tractor (Dozer)
- 2. Supplier being requested:** Johnson Machinery, vendor code 298
- 3. Alternative suppliers that can or might be able to provide supply/service:** None. Johnson Machinery is the Caterpillar authorized distributor for Riverside County.
- 4. Extent of market search conducted:** Past requests for product quotes, online research and discussion with Hawthorne Cat and Quinn Company representatives, both authorized Caterpillar distributors, in regards to territory and sales.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The Caterpillar D8T utilizes an elevated-sprocket final drive arrangement, wherein the final (track) drive is elevated approximately five feet above the bottom of the tracks. The elevated-sprocket final drive is preferred for landfill operations, because the higher placement of the final drive reduces the likelihood of damage from debris encountered in a landfill environment in comparison to the conventional final drive placement location of other machine manufacturers, which is constantly in contact with trash and debris. A similar machine, Komatsu D155AX-5SL, uses a conventional final drive that contacts the bottom of the tracks directly and debris can become entangled in the drive, resulting in failure.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** Johnson Machinery supports many D8 series dozers operating in landfills and construction operations throughout Riverside and San Bernardino Counties. The Johnson Machinery service facility is capable of performing any repair and overhaul needed on any machine that they represent. Johnson also offers a 97% fill rate (within 24 hours) for parts on this model. This commitment dramatically reduces machine down time, ensuring maximum operational productivity.
- 7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** Johnson Machinery is offering a governmental discount of \$275,497.34 off of the list price. This price is good through June 30, 2013. This is the deepest manufacturer's discount allowed to governmental agencies only and in line with the cost offered to the Federal Government by Caterpillar's Defense and Federal Products Division. Additionally, Johnson Machinery is a local vendor within Riverside County.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No. Johnson Machinery is offering a one (1) year standard warranty and Waste Management has contracts in place for parts and service as needed.
9. **Period of Performance:** One-time purchase of a complete Caterpillar D8T Track Type Tractor as specified in quote #106208-01 for a total cost of \$777,279.24.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)


 Department Head Signature / Hans W. Kernkamp Date 4/15/13

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>777,279²⁴</u>	One time	Annual Amount through _____
 Purchasing Agent	<u>4-16-13</u> Date	<u>13-444</u> Approval Number (Reference on Purchasing Documents)



Quote 106208-01

March 5, 2013

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
14310 FREDERICK ST
MORENO VALLEY CA
California
92553-9000

Attention: KURT VANDUSEN

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: D8T Track Type Tractors

YEAR: 2013

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for machines ordered prior to July 1, 2013, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Eric Gfeller
Machine Sales Representative

CATERPILLAR Model: D8T Track Type Tractors

STANDARD EQUIPMENT

POWERTRAIN

C15 ACERT diesel engine with EUI
(Electronic Unit Injection)
EPA/ARB Tier 4 Interim and EU Stage
IIIB Certified Engine with
aftertreatment
24-volt electric start
High performance single
plane cooling system
Aftercooler, air-to-air (ATAAC)
Air filter, with electronic service
indicator
Coolant, extended life
Fan, suction, hydraulically driven
Fuel priming pump, electric
Sound attenuated exhaust system
Parking brake, electronic

Precleaner, strata-tube dust ejector
Prescreener
Shift management
Automatic directional and downshift
Controlled-throttle, load-compensated
Enhanced Autoshift
Starting aid, automatic ether
Torque divider
Transmission, electronically-controlled
powershift, 3F/3R speed
Four planet, double-reduction
planetary final drives
Transmission control module, electronic
Turbocharger
Water separator
Rollers and idlers, lifetime lubricated

UNDERCARRIAGE

Rollers and idlers, lifetime lubricated
Sprocket rim segments, replaceable
Suspension-type undercarriage
8-roller tubular track roller frame
(Carrier roller ready)
Track adjusters, hydraulic

Track guide
24 inch (610 mm) PPR moderate service
grouser with sealed and lubricated
track (44 section)
Two-piece master links
Hydraulics, independent steering and

HYDRAULICS

Hydraulics, independent steering and
work tool pumps
Hydraulics, electronically controlled,

load-sensing dozer lift and tilt
Electronically enabled quick drop valve
Alternator, 150 amp

STARTERS, BATTERIES, AND ALTERNATORS

Alternator, 150 amp
Batteries, heavy duty

Starting receptacle, auxiliary
Alarm, back-up

ELECTRICAL

Alarm, back-up
Converter, 24V to 12V

Diagnostic connector
Horn, forward warning

OPERATOR ENVIRONMENT

Rops mounted air conditioner
Armrest, adjustable
Advisor operator interface
 Electronic monitoring system
 Diagnostic service information
 Operator preferences
Cab, ROPS/FOPS, sound suppressed
Deactivation switch, hydraulic controls
Access\ egress lighting
 with shutdown timer
Decelerator pedal
Governor switch, electronic

Heater and ventilation
Mirror, rearview
Radio-ready
Provision for wire passage in/out of cab
Interior LED courtesy lights
Seat, cloth, air-suspension
Seatbelt, retractable
Steering control, direction and speed
control thumb switches with recall
 button
Wipers, two speed
CD ROM Parts Book

OTHER STANDARD EQUIPMENT

CD ROM Parts Book
Engine enclosures
Equalizer bar, pinned
Front pull device
Guards, bottom hinged
Grade control ready
HVAC box - corrosive resistant
Mounting, lift cylinders
Oil cooler, hydraulic

Product link ready
S.O.S. sampling ports
Steering, electronically controlled
power differential
Vandalism protection for fluid
 compartments
Engine compartment service light
Six lights package

MACHINE SPECIFICATIONS

Description	Reference No	List Amount
D8T TRACTOR - 3	379-0250	\$701,690.00
GUARD, FAN DEBRIS	238-9658	\$923.10
STRIKER BARS, FRONT	241-3811	\$7,038.00
GUARD, FAST FUEL	278-8950	\$463.08
SERVICE PACKAGE	325-4818	\$352.92
LANGUAGE, ADVISOR, 1	335-9416	
GUARD, FUEL TANK	339-3077	\$2,968.20
SEAT, CLOTH, AIR SUSPENSION	341-8561	
RADIATOR, 6.35 FPI, DEBRIS	350-0217	\$2,264.40
CATERPILLAR PRODUCT LINK PL522	351-2351	
PAINT, BLADE	368-3377	\$2,366.40
8 RIPPER MS W/ STRIKER BAR	379-0236	\$59,517.00
FLUIDS, STANDARD	379-0240	
INSTRUCTIONS, DOMESTIC	379-0256	
ENGINE, THERMAL SHIELD	379-0261	\$12,637.80
HYDRAULICS, RIPPER	379-0265	\$4,926.60
CONTROL, BASIC, SINGLE TILT	379-0268	
UNDERCARRIAGE, PPR, GUARDED	379-0277	\$4,503.30
VISIBILITY AR, SINGLE CAMERA	379-0285	\$4,605.30
FUEL SYSTEM, FAST FILL	380-2383	\$2,279.70
FAN, SINGLE TILT, REVERSING	380-2386	\$3,891.30
ENGINE COOLANT, STD (-37C)	382-5934	
CAB, ENHANCED DUAL PANE GLASS	382-9560	\$6,140.40
BOTTOM GUARDS, SEALED	383-8241	\$1,152.60
TRACK, 24" ES, PPR	384-2961	\$3,743.40
ALTERNATOR, 150AMP, DUCTED	384-4447	\$468.18
PRECLEANER, TURBINE W/SCREEN	384-4453	\$2,815.20
FINAL DRIVE, STANDARD, GUARDED	384-4604	\$15,657.00
BRAKES, STANDARD	384-4605	
LIGHTS, PREMIUM	384-6494	\$1,606.50
BATTERIES, HEAVY DUTY	384-8305	
MOUNT, LIGHT, WARNING STROBE	384-8720	\$186.66
LIGHT, WARNING STROBE	384-8833	\$994.50
HEATER, ENGINE COOLANT (120V)	385-0235	
8 SU/U DOZER, SNGL TILT GUARD	385-2596	\$30,865.20
BLADE, 8U LANDFILL WEAR PLATE	385-2625	\$38,566.20
CARRIER ROLLERS, SUSPENDED	385-4730	\$4,824.60
CYLINDERS, LIFT, STANDARD	386-0490	\$11,730.00

Description	Reference No	List Amount
FRAME, STANDARD	386-1802	
WASTE HANDLING ARRANGEMENT	386-7001	\$5,967.00
OPERATORS AR, QUICK OPENING	386-7007	\$606.90
OIL CHANGE SYSTEM, HIGH SPEED	388-1705	\$826.20
TOOTH, MULTISHANK RIPPER	4T-8987	\$15,759.00
2000/14/EC EXT.SND/PWR CERTIF.	0G-6039	
PACK, DOMESTIC RAIL, MTTT	0P-8026	\$596.70
LANE 3 ORDER	0P-9003	

List Price	\$952,933.34
Freight, Prep and Assembly	\$18,296.00
TOTAL	\$971,229.34
Johnson / Caterpillar Governmental Discount	(\$275,497.34)
Extended Powertrain Warranty	\$11,971.00
Fox Valley Fire Suppression	\$10,000.00
Center Punch Tracks @ Johnson Machinery	\$2,000.00
Net Balance Due	\$719,703.00
CA Sales Tax (8%)	\$57,576.24
After Tax Balance	\$777,279.24

WARRANTY

Standard Warranty: 12 Months/Unlimited Hrs of Operations
Extended Warranty: Extended Powertrain Warranty 60 Months / 5000 Hours

F.O.B./TERMS

Riverside - Construction

ADDITIONAL CONSIDERATIONS

- Lead time for this machine is approximately 16-19 weeks at the time of quote.

Accepted by _____ on _____

Signature

TERMS AND CONDITIONS

1. Agreement of sale: any terms and provisions of buyer's orders which are inconsistent with the terms and provisions hereof are rejected, will not be binding on the seller nor considered applicable to the sale or shipment referred to herein, unless buyer shall notify seller in writing within fifteen (15) days after receipt of this proposal by buyer. Acceptance of the terms and conditions hereof by buyer shall be indicated, and in the absence of such notification, the sale and shipment by the seller of the products covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof. No waiver, alteration, or modification of the provisions hereof shall be binding on the seller unless agreed to in writing by a duly authorized official of seller at its headquarters office(s). Waiver by either party of any default by the other shall not be deemed a waiver by such party of any default of the other which may thereafter occur.

2. Prices: prices and payment terms shown on the face of this proposal apply. Inadvertent error in either prices or terms is subject to correction.

3. Taxes: the seller's prices do not include any sales, use, and excise property or similar taxes which seller may be required to pay in connection with filling any of buyer's orders. The amount of any applicable present or future such tax shall be paid by the buyer as an additional charge or in lieu thereof, the buyer shall provide the seller with a tax exemption certificate acceptable to the taxing authorities.

4. Warranty: Caterpillar warrants new earthmoving, construction and materials handling machinery (other than lift trucks) and attachments therefore sold by it to be free from defects in material and workmanship subject to the following provisions. During the first six months after date of delivery of the product to the initial user, a new or repaired part, whichever Caterpillar elects, along with the labor for installation of such new or repaired part, will be provided in place of any parts which are found upon its inspection to be defective in material or workmanship. Such parts and labor will be provided without charge to the user during normal working hours at a place of business of a Caterpillar dealer or other establishment authorized by Caterpillar, but this warranty does not include any costs for transporting the product to such place of business or establishment. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. No warranty is made with respect to items supplied by Caterpillar on special order nor with respect to tires made by others when such tires are warranted by their respective makers. This warranty does not apply to Caterpillar brand bias ply and beadless tires, ground engaging tools or Caterpillar brand batteries - to all of which different warranties apply. This warranty is expressly in lieu of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Remedies under this warranty are expressly limited to the provision and installation of parts, as specified above, and any claims for other loss or damages of any type (including without limitation loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect or consequential damage) are expressly excluded as used in this warranty. The term "Caterpillar" means Caterpillar Inc. or one of its subsidiaries, whichever last sold the product involved.

5. Liability and claims: seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage, arising out of, or connected with, or resulting from any order accepted by seller, or from the manufacture, sale, delivery, resale, repair or use of any products covered by, or furnished under, such an order, shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. In no event shall seller be liable for special or consequential damages; any claims against seller for shortages by it in making shipments shall be made in writing to seller within fifteen (15) days after receipt of shipment. Seller's responsibility for shipments ceases upon delivery to a carrier. And any claims for shortages, delays or damages occurring thereafter shall be made direct to the carrier, the fulfillment of any order accepted by seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation or delivery of materials, floods, severe weather or other acts of god, embargoes, or governmental actions. Or any other causes beyond the reasonable control of seller, whether similar to, or different from the causes above enumerated, and any such cause shall absolve seller from any liability to buyer.

6. Changes: seller may, at any time, without notice, make changes (whether in design, materials, the addition of improvements, or otherwise) in any product, and may discontinue the manufacture of any product, all in its sole discretion, without incurring any obligations of any kind as a result thereof, whether for failure to fill an order accepted by seller or otherwise.

7. Compliance with laws: seller will comply with all applicable federal laws, and represents that any goods to be delivered under an order placed pursuant hereto will be produced in compliance with the requirements of the fair labor standards act of 1938, as amended.

8. Shipments: shipment dates are approximate. Shipments of products under an order accepted by seller shall be subject to the approval by seller of buyer's financial condition at the time of shipment. Whether or not credit terms are specified elsewhere, seller may, at its option, condition shipments under any order accepted by seller upon receipt of satisfactory security or of cash before shipment. If, at buyer's request, shipment of products on an order accepted by seller is delayed more than thirty (30) days after the shipment date specified on the face hereof, or the date products are ready for shipment, whichever is later, seller may require immediate payment in full and/or assess additional charges for storage and other expenses incident to such delay.

9.Cancellation: in the absence of other written agreement between buyer and seller governing cancellation, any order accepted by seller may be cancelled by buyer only upon written notice to seller and payment of seller's cancellation charges. At buyer's request a statement of such charges will be furnished by seller prior to cancellation and charges will be not less than 20% of proposed selling price or accrued cost, whichever is greater.

10. Indemnification: buyer shall protect, hold harmless and indemnify seller from and against any and all demands, costs, liens, suits, judgments and penalties, and liabilities of every kind arising directly or indirectly, out of or wholly or partially caused by buyer in connection with or caused by buyers use or operation of this product, except for such seller liability as otherwise stated herein.

11. Property will be used in, _____ county, State of California. Lessee will not remove the property from this county without written permission from lessor.

12. Insurance: Lessee shall, at its expense, at all times from the time of delivery of equipment to lessee, maintain insurance against all risks of loss or damage from any cause for not less than the full replacement value thereof and shall carry public liability and property damage insurance covering the equipment. Such insurance shall be in the amounts and with insurance companies satisfactory to lessor, protecting lessor as an additional insured, and providing for ten (10) days written notice to lessor before any policy may be modified or cancelled. Lessee shall deliver to lessor evidence of insurance.

13. Lessee agrees not to part possession or sublet this equipment without the written consent of the lessor and to pay all attorney's fees, collection charges, or other expense occasioned by lessee's failure to comply with the provisions hereof. In the event of default of payment, lessor may retake possession of this equipment.

14. Lessee shall use the equipment in a careful manner in conformity with all governmental laws, ordinances, regulations, and requirements and shall take reasonable and proper care thereof, and at his own expense and cost, make all necessary repairs and replacements except warranty items referenced herein, if any. In the event of default by the lessee in the payment of rent or otherwise, the lease shall terminate immediately at the option of the lessor. Unless the equipment is returned or the lessor notified in writing to the contrary by the lessee before expiration of the rental period set forth above, the rental period shall be extended from month to month beyond the original period specified, at the option of the lessor. In the event of such extension of the rental period, lessee agrees to pay lessor rental payments at the rate specified above for any additional time the equipment is rented.

15. Title to the equipment shall at all times remain in the lessor, and lessee agrees to keep each item of equipment at all times free and clear from all claims, levies, liens, and legal processes. Equipment is and shall remain personal property.

16. Lessor shall at any time during reasonable business hours have the right to enter on lessee's premises where the equipment may be located or elsewhere to inspect the equipment or observe its use. At lessor's request, lessee shall give immediate notice of the exact location of the equipment. Lessee shall give lessor immediate notice of any attachment or other judicial process affecting any item of equipment.

17. It is expressly agreed and understood that the lessor shall not in any case or under any circumstances be held liable to any person including lessee for any loss or damage, or claim or judgment, or loss or damage of any kind or character whatsoever to persons or property, or otherwise arising from or in any manner connected with the use, operation, handling, or transportation of said property; and any and all claims for loss or damage are hereby specifically waived by lessee. Lessee agrees to indemnify and hold harmless the lessor from any and all such claims for loss, damage or liability.

18. Time is of the essence and lessee shall be in default under this agreement upon the occurrence of any of the following: (a) the misstatement or false statement in connection with, noncompliance with, or nonperformance of any of lessee's obligations under this agreement. (b) the failure to pay any rent or other amounts provided herein when the same is due and payable. (c) the failure of lessee to perform any other provisions of this lease which it is required to perform.

19. The company warrants that it is the sole owner of the equipment and that there are no liens or encumbrances or adverse claims whatsoever thereon, other than the lien of taxes not yet delinquent it is understood by the parties hereto that the company is not the manufacturer of the equipment, nor the agent of said manufacturer.

Initials: _____

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Paul Jacobs

Address: _____
(only if follow-up mail response requested)

City: Temecula **Zip:** 92592

Phone #: _____

Date: 4/30/13 **Agenda #** 12-1 C

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors
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Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Paul Jacobs

Address: _____
(only if follow-up mail response requested)

City: Temecula **Zip:** _____

Phone #: _____

Date: 7/30/13 **Agenda #** 12.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

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