

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”) and **WAGNER EQUIPMENT CO.**, a Colorado corporation whose address is P.O. BOX 919000 Denver, CO 80291 (“Contractor”).

RECITALS:

1. The City desires to obtain two Caterpillar 160 M2 Road Graders and associated equipment, and Contractor desires to provide that equipment to the City.
2. Payment for the equipment shall be financed through a separate lease-purchase agreement (the “LPA”) between the City and Chase Equipment Finance, Inc., (“Financer”).

AGREEMENT:

For and in consideration of the agreements contained, and subject to the terms and conditions stated, in this Agreement, the parties agree as follows:

1. **FORM OF AGREEMENT.** This Agreement shall consist of the terms and conditions stated in the following numbered Articles, together with those exhibits or attachments that are referenced and incorporated in such Articles. In the event that any conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments shall occur, the terms and conditions of these numbered Articles shall be controlling.

2. **COORDINATION AND LIAISON:** Contractor agrees that during the term of this Agreement it shall fully coordinate the performance of this Agreement with the City, including the Manager of Public Works (“Manager”) or as otherwise directed by the City. Contractor understands that the Manager or designee is the City's representative or Project Manager under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

3. **EQUIPMENT AND WARRANTIES TO BE PROVIDED.**

A. Contractor shall provide to the City the equipment and warranties listed and described on **Exhibit A** attached hereto (hereinafter referred to as the “Equipment” and “Warranties”).

B. It is understood and agreed that the Equipment and Warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement.

4. **SPECIAL PURCHASING TERMS AND CONDITIONS:** In addition to all other terms and conditions stated in this Agreement, Contractor shall comply with the following special purchasing terms and conditions:

A. Pricing is F.O.B. Denver, CO, delivered to the City facilities as set out on Exhibit A.

B. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and

such loss, injury or destruction shall not release Contractor from any obligation hereunder. Thereafter, risk of loss shall pass to the City and Financer as further described in the LPA.

C. Contractor agrees to furnish, upon the written request of the City, any additional information needed to substantiate or clarify the design and/or performance characteristics of the Equipment.

D. Contractor Invoices must include the following:

- (1) City contract control number.
- (2) Items listed individually.
- (3) Invoice number and date.
- (4) Requesting department name and "ship to" address.
- (5) Payment terms.

5. **TERM.** The Term of this Agreement shall commence upon January 1, 2014, and expire on December 31, 2015.

6. **COMPENSATION.**

A. It is understood and agreed that the City has elected to lease/purchase/finance the Equipment and Warranties through the LPA. The City and Financer have also entered into an escrow agreement that together with the LPA provide for payment to the Contractor of the maximum amount stated herein subject to the procedure set out in the LPA. The Contractor's performance under this Agreement is expressly conditioned upon funding of the escrow agreement and proper payment as set out herein.

B. The total compensation payable to Contractor for acquiring and delivering the Equipment together with the Warranties shall not exceed the amount of **FIVE HUNDRED NINETY SEVEN THOUSAND ONE HUNDRED NINETY TWO DOLLARS (\$597,192.00)** (the "Maximum Purchase Amount"), payable directly to the Contractor by Financer. Title to the Equipment shall vest with Financer upon payment of the Maximum Purchase Amount to Contractor. Beneficial use of the Equipment and Warranties shall remain with the City.

C. The total compensation payable by the City to Contractor under this Agreement for the Equipment and Warranties shall not exceed Zero Dollars (\$0.00) (the "Maximum Contract Amount").

D. The total obligation of the City hereunder shall be limited to funds appropriated for the purposes of this Agreement by the Council of the City and County of Denver, paid into the Treasury of the City and encumbered for the purpose of this Agreement.

7. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by Contractor, time is of the essence.

8. **STATUS OF CONTRACTOR:** It is understood and agreed by and between the parties that the status of Contractor shall be that of an independent contractor and it is not intended,

nor shall it be construed, that Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

9. **TERMINATION OF AGREEMENT:** The City may terminate this Agreement at any time on thirty (30) days' notice if Contractor is in breach or default of the Agreement or if the underlying project or activity is canceled. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business. Contractor may terminate this Agreement upon ten (10) days prior written notice if (a) the City breaches this Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach, or (b) Financer fails to honor its obligations under the LPA.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

11. **EXAMINATION OF RECORDS:** Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor, involving transactions related to this Agreement.

12. **TAXES, PERMITS AND LICENSES:** Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

13. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action

arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

14. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Contractor from City facilities or participating in City operations.

15. **ASSIGNMENT AND SUBCONTRACTING:**

A. Provided that the City shall have accepted the Equipment, the City shall not have the right to and shall not assert against any assignee of Financer or other registered owner of the Equipment any claim, counterclaim or other right the City may have against the Contractor.

B. None of the City's right, title and interest in any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of Financer and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Financer that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Financer under the lease-purchase transaction referenced herein from gross income for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to the lease-purchase transaction with Financer and the rights of Financer in, to and under such transaction with respect to the Equipment.

C. The City is otherwise not obligated or liable under this Agreement to any party other than the Contractor named herein. Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

16. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

17. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado

and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, and Auto Liability, Contractor and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Contractor’s insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

K. City's Insurance. The City is self-insured pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., and shall not be required to obtain any liability, fire, casualty or other insurance as a result of this Agreement. Neither shall any

contrary statement contained in any attachment or exhibit hereto be construed to shift the risk of loss or liability to the City.

18. **DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. In the event of any claim to the City concerning infringement or violation of a third party’s intellectual property rights, the City will endeavor to promptly notify Contractor in writing of any such claim and will cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (1) contest, (2) settle, (3) procure for the City the right to continue using the Equipment, software, or services, or (4) modify or replace them to be non-infringing (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If none of the foregoing options is reasonably possible, then Contractor will refund a pro-rata portion of the amounts paid hereunder with respect to the Equipment, software, or services (based on the expected life thereof) and reimburse the City for all reasonable expenses for removal and replacement of the Equipment or software. Contractor is not liable

for any infringement-related liabilities based upon modifications to the Equipment or software made by the City without Contractor's consent or being used or sold with products not provided by Contractor and made without Contractor's consent.

19. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

20. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors and suppliers. It is otherwise the express intention of the City and Contractor that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. **TRADE SECRETS AND CONFIDENTIAL INFORMATION:**

A. Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters related to this Agreement which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

B. In the event that this Agreement or any exhibit or attachment is the subject of an open records request by a third party under Colorado law, the City will notify Contractor of such request. If Contractor believes that any material furnished to the City under this Agreement is not subject to disclosure, it shall take whatever action it deems necessary or appropriate to obtain a court order from the Denver District Court to preclude such disclosure by the City.

22. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et. seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.

23. **TAXES, CHARGES AND PENALTIES:** The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

24. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

25. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be

illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

27. **AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS:** This Agreement, together with the LPA, are intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

28. **LEGAL AUTHORITY:**

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

29. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

30. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and

Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

31. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Public Works or Designee
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

33. **COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

34. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will

not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

35. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

36. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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**EXHIBIT A
EQUIPMENT PURCHASED**

<u>Quantity</u>	<u>Item</u>	<u>Unit Price</u>
2	Caterpillar 160 M2 Road Grader	\$298,596
TOTAL PURCHASE AMOUNT:		<hr/> \$597,192.00

Specifications of equipment, training, and warranties to be provided by Contractor are set out on the attached pages, which together with this cover sheet constitute **Exhibit A**.

Contractor shall deliver the vehicles in one batch, the timing of which shall be agreed to between the Contractor and the City. The Contractor shall be paid pursuant to an Acceptance Certificate for the one completed batch delivered. Delivery shall be completed no later than November 15, 2014.

CCD_LOI_EXHIBIT

RETURN TO: Department of General Services PURCHASING DIVISION 201 West Colfax Avenue Department 304, 11 th Floor Denver, CO 80202 Phone: (720) 913-8100 FAX: (720) 913-8101 ADRIENNE BENAVIDEZ MANAGER, GENERAL SERVICES	CITY AND COUNTY OF DENVER  DENVER THE MILE HIGH CITY MICHAEL HANCOCK MAYOR	Department of General Services PURCHASING DIVISION www.denvergov.org/purchasing Buyer: Michael Romero 720-913-8122 JAMES P. MCINTYRE DIRECTOR OF PURCHASING
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FORMAL PROPOSAL

Formal Proposal No.

6994

HEAVY EQUIPMENT MARCH-2013

SCHEDULE OF EVENTS

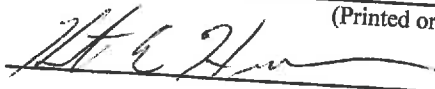
• Proposal Issued	March 4, 2013		
• Deadline to Submit Additional Questions	March 11, 2013	3:00 P.M.	Local Time
• Response to Written Questions	March 13, 2013		
• Proposal Due Date	March 18, 2013	3:00 P.M.	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: WAGNER EQUIPMENT COMPANY

By: KEN HEARN
(Printed or Typed Name)


(Signature)

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

THIS PROPOSAL MUST BE RETURNED IN A SEALED ENVELOPE WITH THE PROPOSAL NUMBER AND PROPOSAL TITLE ON THE ENVELOPE.

Reference No.: 13-111

**CITY AND COUNTY OF DENVER
Technical Specifications and Bid Items
For a
Motor Grader**

1.0 General Description

A new current production year Caterpillar 160M2 VHP (Variable Horsepower Plus) Series Motor Grader meeting EPA Tier 4 emission standards with attachments or approved equal with a minimum weight of 43,250 lbs. The motor grader shall be suitable for rough and fine construction grading plus ice and snow removal from City roadways.

1.1 Standard Factory Equipment

All standard factory equipment shall be included with the equipment; no deletions of standard factory equipment will be permitted unless specifically superseded in these specifications. Accessories not specifically mentioned herein but necessary to furnish a complete unit ready for use shall also be included.

1.2 Government Requirements (where applicable)

The vehicle/equipment shall be built to, and perform in accordance with, all the requirements of the latest edition of the following standards and specifications:

- FHWA, Federal Highway Administration
- SAE, Society of Automotive Engineers Specifications
- FMVSS, Federal Motor Vehicle Safety Standards
- DOT, Department of Transportation Regulations
- AWS, American Welding Society Standards
- PUC, Public Utilities Commission (Colorado)

1.3 Workmanship and Durability

Workmanship throughout the equipment shall conform to the highest standards. Durability shall be sufficient to allow safe and efficient operation of the equipment.

1.4 Completion of Bid Items and Alternates

Vendor shall complete each line item in "Offered Equipment" and "Cost" columns in the following manner:

- A. Provide vehicle/equipments technical information: in "Offered Equipment" provide technical information as requested and provide cost of item in "Cost" column.
- B. Included Standard Equipment: in "Offered Equipment" column provide technical information as requested for standard equipment in, "Cost" column write NC for "No Charge".
- C. Differences: in "RED" ink in "Offered Equipment" column adjacent to Description of Equipment provide information on the item being offered, in "Cost" column provide cost if there is a bid item cost.
- D. Vendors shall break out and list costs for each specification section. Failure to break out proposed costs may cause proposal to be non-responsive. Breakout costs will be used for comparisons clarifying cost issues and if deletions to the specifications need to be made.

Reference No.: 13-111

2.0 Basic Requirements or approved equal.

When a brand/model is referenced in the specifications unless it is stated as "No Approved Equal" it is only a statement of expected quality, information on alternative products shall be provided with the bid so a full technical comparison can be made of the product submitted as an "approved equal"

2.1 Basic Vehicle

	Description of Equipment	Offered Equipment	Cost \$
A.	Current year model Caterpillar 160M2 VHP Motor Grader or approved equal.	Make: <u>CATERPILLAR</u> Model: <u>160 M2</u>	\$ <u>280,531.33</u>
B.	Performance Requirements: 1. Turning radius outside of front tires shall not exceed 24 - 10". 2. Operating weight not less than 43,250-lbs. minimum. 3. Wheelbase to center of tandem wheels greater than 20'-1". 4. Tandem wheel tread width greater than 8'-5". 5. Height overall: 10'-10" 6. Electronic diagnostic system for engine, transmission and drivetrain	Turn Radius: <u>24-10"</u> Operating Weight: <u>43,250</u> Wheelbase: <u>20' 1"</u> Tread Width: <u>8' 5"</u> Overall Height: <u>10' 8"</u> <input checked="" type="radio"/> Yes No	
C.	Oil Sampling Valves: 1. Engine. 2. Transmission. 3. Hydraulic oil.	<input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>
D.	Ecology Fluid Drains: 1. Ecology drains to prevent spillage for engine, transmission, hydraulics, radiator, fuel and radiator.	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
E.	Keys, Ignition, Door, and Other, 7 sets.	<input checked="" type="radio"/> Yes No	\$ <u>40.00</u>
F.	First Service Filters: 1. One (1) complete set of OEM filters to change and service all motor grader systems, engine, transmission, hydraulic and cab.	<input checked="" type="radio"/> Yes No	\$ <u>256.12</u>

2.2 Engine

	Description of Equipment	Offered Equipment	Cost
A.	<p>Engine:</p> <ol style="list-style-type: none"> 1. Diesel engine, 9.3 L 6-cylinder, 4-stroke turbo-charged direct injected and electronically controlled with: <ol style="list-style-type: none"> a. Base horsepower 213 hp b. VHP range from 213 hp to 243 hp. c. Max Torque 1,000 lb-ft. d. Torque rise 50%. 2. EPA Tier 4 emissions certification. 3. Approved for and capable of operating on City B-20 biodiesel fuel. 4. The engine cooling fan shall be hydraulically speed controlled to meet engine cooling requirements while reducing fuel consumption and noise. 	<p>Make: <u>CATERPILLAR</u> Model: <u>C 9.3 ACERT</u> Displacement: <u>9.3L</u> Base hp: <u>213</u> VHP: <u>213</u> to <u>243</u> Peak Torque: <u>1000</u> Torque Rise: <u>50%</u> Certification: <u>TIER 4</u> Meeting Method: <u>TIER 4 INTRIM/STAGE III</u></p> <p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p>	<p>\$ <u>N/C</u></p>
B.	<p>Power Management:</p> <ol style="list-style-type: none"> 1. The power management system shall automatically deliver additional horsepower in each forward gear 1 through 4 and in reverse gears 1 through 6. <ol style="list-style-type: none"> a. 1st gear F: 213 hp b. 2nd gear F: 223 hp c. 3rd gear F: 233 hp d. 4th gear F: 243 hp e. 1st gear R: 213 hp f. 2nd gear R: 223 hp g. 3rd thru 6th gear R: 233 hp 2. Engine power management system shall reduce engine power in lower gears when traction is limited. 	<p><input checked="" type="radio"/> Yes No</p> <p>1st gear F: <u>213</u> hp 2nd gear F: <u>223</u> hp 3rd gear F: <u>233</u> hp 4th gear F: <u>243</u> hp</p> <p>1st gear R: <u>213</u> hp 2nd gear R: <u>223</u> hp 3rd thru 6th gear R: <u>233</u> hp</p> <p><input checked="" type="radio"/> Yes No</p>	<p>\$ <u>N/C</u></p>
C.	<p>Variable Horsepower System:</p> <ol style="list-style-type: none"> 1. VHP (Variable horsepower) shall increase horsepower in each forward gears 5 through 8. VHP shall create greater rim pull for moving heavy loads. <ol style="list-style-type: none"> a. 5th gear F: 248 hp b. 6th gear F: 253 hp c. 7th gear F: 257 hp d. 8th gear F: 263 hp 	<p><input checked="" type="radio"/> Yes No</p> <p>5th gear F: <u>248</u> hp 6th gear F: <u>253</u> hp 7th gear F: <u>257</u> hp 8th gear F: <u>263</u> hp</p>	<p>\$ <u>N/C</u></p>

D.	Air Filtration: 1. Dry type radial-seal air cleaner with primary and secondary elements 2. Air inlet restriction indicator located in cab.	<input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
E.	Fuel System: 1. Fuel tank 110-gallons 2. Fuel line heater to prevent waxing of the fuel during cold weather operation.	Capacity: <u>110</u> gallons Make: <u>N/A</u> Model: <u>N/A</u> <u>NOT NEEDED</u>	\$ <u>N/C</u> \$ <u>N/A</u>
F.	Engine/Transmission Mounting: The engine and transmission assembly shall be isolated mounted on resistant mounts to reduce vibration and sound resonance.	<input checked="" type="radio"/> Yes No	
G.	Cold weather starting aids on engine. 1. Block heater, Phillips "Zero-Start" 120vAC, 1500 Watt, engine coolant temperature controlled to: e. Turn "on" at 40°F engine coolant temperature. f. Turn "off" at 55°F engine coolant temperature. 2. The plug-in station shall have 2 LED indicator lights to: a. Light when plugged into "hot line" to show "hot line is energized." b. Light when engine coolant drops below 40°F. 3. Plug-in shall be at the rear of the loader and be protected from mechanical and weather damage. 4. Cold weather starting assist.	Make: <u>PHILLIPS</u> Model: <u>ZERO-START</u> On Temperature: <u>40°</u> Off Temperature: <u>55°</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No Location: <u>REAR</u> <input checked="" type="radio"/> Yes No Type: <u>ETHER</u>	\$ <u>N/C</u> \$ <u>N/C</u>

2.3 Transmission and Drivetrain

	Description of Equipment	Offered Equipment	Cost
A.	Transmission: 1. Direct drive power shift. 2. Gears: 8 forward – 6 reverse. There shall be 5 working forward gears between 0 and 11 mph. 3. Electronic shift controls and overspeed protection. Single switch to control direction forward, reverse and neutral. 4. Electronic gear selection via push button switches 5. Electronic Inching pedal. 6. Internal parking brake serviceable without removing transmission. 7. Electronic diagnostic connection. 8. Cushion mounted to rear frame. 9. Guards on lower plate and transmission.	<input checked="" type="radio"/> Yes No Gears Forward: <u>8</u> Reverse: <u>6</u> Gears Between 0 to 11 mph: <u>5</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>

B.	Drive 4-wheel: 1. Tandem axles drive with oscillation 15° up and 25° down. 2. Front axle wheel lean of 18° and oscillation of 32°. 3. Front axle ground clearance shall be not less than 23". 4. Final drive shall be planetary gears. 5. Tandem chain pitch 2". 6. Differential lock with lock/unlock switch.	Tandem Oscillation: <u>15</u> ° Down: <u>25</u> ° Ft. Wheel Lean: <u>18</u> ° Oscillation: <u>32</u> ° Front Axle Ground Clearance: <u>24.8</u> Final Drive Type: <u>PLANETARY</u> Chain Pitch: <u>2"</u> <input checked="" type="radio"/> Yes No	
C.	Steering: 1. Steering two-cylinder hydraulic power steering 2. Joystick hand metering. 3. Steering shall be speed sensitive with the steering becoming less sensitive/slower reacting as grader ground speed increases 4. Return-to-center button to return the grader to straight frame position for any articulation position.	<input checked="" type="radio"/> Yes No Steering Method: <u>JOYSTICK</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No if not how: _____	\$ <u>NIC</u>
D.	Brakes: 1. Brakes shall meet ISO 3450 2. Hydraulic operated oil-bath disc brakes in each tandem wheel. 3. Separate left and right side brake systems. 4. Brakes shall be self-adjusting. 5. Brake wear shall be able to be checked without disassembling the brake assemble. 6. Reserve braking of 5 stops after engine failure. 7. Parking brake shall be capable of locking wheels and holding grader on steep incline surface. 8. Parking brake springs engaged and hydraulic released. 9. Parking brake activation places transmission in neutral.	<input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No Stop Number: <u>5</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>NIC</u>

2.4 Frame and Articulation Joint

	Description of Equipment	Offered Equipment	Cost
A.	Front Frame: Box tube construction with top and bottom plates being continuous plates from front bolster to articulation joint.	Construction Method: <u>BOX TUBE</u>	\$ <u>NIC</u>
B.	Rear Frame: Two box section channels integral with fully welded differential/final drive case.	Construction Method: <u>BOX SECTION</u>	\$ <u>NIC</u>
C.	Rear hitch shall be provided.	<input checked="" type="radio"/> Yes No	\$ <u>NIC</u>

D.	Articulation Joint: 1. Shim adjustable tapered roller bearings. 2. Remote mounted lube point with easy access. 3. Locking device to mechanically lock joint for transportation or service.	How Adjusted: <u>SHIMLESS</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
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2.5

Moldboard/Front Mount Plow

	Description of Equipment	Offered Equipment	Cost
A.	Moldboard: 1. Length 14'. 2. Height 24". 3. Thickness 7/8". 4. Material high carbon wear resistant steel. 5. Reinforced with two heavy box sections continuously welded. 6. Side rails shall be continuously welded hardened steel with screw adjustment shimless wear strips.	Length: <u>14'</u> Height: <u>24"</u> Thickness: <u>7/8"</u> Material: <u>HIGH CARBON STEEL</u> <input checked="" type="radio"/> Yes No Adjustment Method: <u>SCREW/SHIMLESS</u>	\$ <u>N/C</u>
B.	Mold board performance: 1. Hydraulic side shift 26". 2. Hydraulic tip. 3. Bank angle 90° both sides. 4. Tip range 40° forward and 5° rearward. 5. Throat clearance of 3.7" with blade at 0° tip.	Shift Distance: <u>324" R 323" L</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No Tip Range: <u>40</u> ° forwards <u>5</u> ° rearward Clearance: _____	\$ <u>N/C</u>
C.	Blade/Moldboard: 1. Length 14-Foot. 2. Hydraulic moldboard slide shift. 3. Cutting edges 8" x 1", DH-2 steel. 4. Reversible overlay end bits. 5. Blade lift accumulators.	Length: <u>14'</u> <input checked="" type="radio"/> Yes No Size of Cutting Edge: <u>8" x 1"</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
D.	Front Mount Snowplow: 1. The snowplow shall be able to easily and quickly interchange with existing motor grader snowplows on City units CG4 and CG5 2. Length 12-foot long. 3. Hydraulic side-to-side reversing left-to-right. 4. Hydraulic lift and power down. 5. Snowplow float and oscillation to better follow the road contour. 6. Hydraulic couplers with Parker FF series flat-face couplers in an easy to connect/disconnect and protected location. 7. Hydraulic "power beyond" feature with all controls features to properly and easily operate the front mount snowplow in a safe and efficient manner.	Make: <u>CAT</u> Model: <u>PL144</u> <input checked="" type="radio"/> Yes No Length: <u>14'</u> Trip Edge: Yes No Reversing Angle: Left <u>35</u> ° Right <u>35</u> ° <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No Raise Height: <u>N/A</u>	\$ <u>15,000</u>

Description of Equipment	Offered Equipment	Cost
8. Snowplow shall mount in front of the grader's front wheels	Location: <u>FRONT MOUNT</u>	

2.6 Circle and Drawbar

Description of Equipment	Offered Equipment	Cost
A. Drawbar shall be "Y" type design.	Drawbar Design Type: <u>Y TYPE</u>	\$ <u>N/C</u>
B. Circle: 1. The circle shall be supported by the drawbar with heavy-duty A-frame tubular design. 2. Circle diameter 60" minimum. 3. Rotation by hydraulic motor. 4. A circle drive slip clutch to reduce horizontal moldboard impact damage. 5. Circle teeth shall be hardened on the front 240° of the circle. 6. Circle drawbar wear strips shall be easily added or replaced.	Design Type: <u>A FRAME H-D</u> Size: <u>61.4"</u> Rotation Method: <u>HYD MOTOR</u> <input checked="" type="radio"/> Yes No Teeth Angle: <u>240</u> ° <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
C. Blade lift and side shift cylinders shall have replaceable wear inserts in the ball-sockets.	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>

2.7 Hydraulics

Description of Equipment	Offered Equipment	Cost
A. Hydraulic Pump: 1. Hydraulic system shall be closed center, load-sensing design with variable displacement pump. 2. Hydraulic pump shall produce from 0 to 55 gpm at rated engine speed. 3. Maximum system hydraulic pressure 3,500 psig	System Type: <u>LOAD-SENSING W/PPPC</u> Pump Capacity: <u>0</u> gpm to <u>55</u> gpm Maximum System Pressure: <u>3,500</u> psig	\$ <u>N/C</u>
B. Hydraulic Valves: 1. Hydraulic valves shall be electrically controlled 2. Implement valves shall be proportional priority pressure compensating for consistent response. 3. Lock valves shall be integrated into all implement circuit designs to prevent implement drift. 4. Blade lift cylinders shall have independent float capabilities. 5. Blade lift accumulators to absorb impacts to the mold board by allowing vertical blade lift.	Valve Type: <u>ELECTRO-HYD</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>

C.	Hydraulic Oil Tank: 1. Hydraulic oil tank shall be separate from power transmission oil. 2. The hydraulic tank shall be 5 psi pressurized. 3. Tank volume 16 gallons 4. Fill cap vented with 10-micron filter. 5. The reservoir shall have an easily visible external site level gauge. 6. Fill spout strainer 100-mesh.	<input checked="" type="radio"/> Yes No Volume: <u>609 PSI</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
D.	Hydraulic Fittings: 1. Hydraulic fittings shall be flat-faced o-ring design to reduce leakage.	Fitting Type: <u>FLAT-FACED O-RING</u>	\$ <u>N/C</u>
E.	Hydraulic Test Ports: 1. Hydraulic system test ports shall be provided for each circuit. Test port connections shall be compatible with the Parker Hannifin PD	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>

2.8 Tires:

	Description of Equipment	Offered Equipment	Cost
A.	Wheels: 1. Tires, 14:00 x 24 Michelin XMPS G2, tubeless with traction tread, 6 required. 2. Rims, 10" x 24" multi-piece, 6 required	Make: <u>MICHELIN</u> Type & Size: <u>14.0 x 24</u> Rims Size: <u>10 x 24</u> Type: <u>MX XGVA</u>	\$ <u>N/C</u> \$ <u>N/C</u>
B.	Spare wheel and tire for machine.	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>

2.9 Electrical System:

	Description of Equipment	Offered Equipment	Cost
A.	Electrical System: 1. Electrical system 24-volt DC. 2. Electrical converter tap for 12-volt DC components	Voltage: <u>24 VOLT</u> <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
B.	Master Switch: 1. A master electrical key operated disconnect switch shall be provided in addition to key operated ignition switch.	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
C.	Fuse Panel: 1. Fuse panel in easy to access location.	Location: <u>GROUND-READ</u>	\$ <u>N/C</u>
D.	Batteries: 1. Two 12-volt in series with 1,400 CCA, 200 amp-hour maintenance free type.	Battery Rating: <u>1400</u> CCA <u>145</u> amp-hour	\$ <u>N/C</u>
E.	Alternator 24-volt 80-amp output minimum.	Alternator Output: <u>150</u> amps	\$ <u>N/C</u>

F.	<p>Operating and Work Lights 24-volt DC.:</p> <ol style="list-style-type: none"> 1. Four rear Halogen work lights. 2. Six Halogen work lights mounted on the front of the cab. 3. Two Halogen lights mounted on the front of the grader main frame. 4. Four HID (High Intensity Discharge) work lights mounted 2 on the front outer corners of the cab and 2 on the rear outer corners of the cab. The front and rear HID lights shall each be on a separate instrument cluster lighted "On" switch circuit. 5. Drop-down LED, Stop, Turn Brake lights shall be provided for a wider lighted area and improved safety 6. LED, 4-way flasher lights on front and rear of the machine. 	<p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p> <p><input checked="" type="radio"/> Yes No</p> <p><input checked="" type="radio"/> Yes No</p>	<p>\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u></p> <p>\$ <u>N/C</u></p>
G.	<p>Safety Lighting:</p> <ol style="list-style-type: none"> 1. Strobe lights shall meeting SAE Class-1 requirements. 2. Whelen Model L360 Super LED 360° beacon with branch guard L360BGB, (1) required per side. <ol style="list-style-type: none"> a. Left side mounted "Amber". b. Right side mounted "Blue". c. Safety lights shall be installed on the rear outer corners of the ROPS roof. d. A heavy-duty branch/limb guards which will allow limbs and braches to easily glide over the warning light shall be installed with full 360° light visibility. 3. Rear Strobes, Whelen Model LIN4 "Amber" (1) required per side. <ol style="list-style-type: none"> a. Safety lights shall be installed on the rear outer corners of the engine compartment to provide best rear viewing and maximum damage protection. 4. Side strobe lights mounted mid-point of motor grader. The exact location shall be mutually determined at installation <ol style="list-style-type: none"> a. Mounted on the left and right sides shall be (2 required, 1 per side) Whelen LIN3 "Amber" color safety lights. b. The lights, 1 amber and 1 white per side shall be flat mounted on both sides of the motor grader sides, as close to eye level as possible. c. The lights shall be light shielded from the operator's vision to prevent the operator from seeing the constant flash. d. Lights shall be set in a random flash pattern. 5. Warning lights shall be wired to the accessory side of the ignition and be capable of operating with the motor grader engine turned off. 	<p>Class: <u>L</u> Make: <u>WHELEN</u> Model: <u>L360</u></p> <p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p> <p><input checked="" type="radio"/> Yes No</p> <p>Location: <u>REAR LIN3 REP</u> <input checked="" type="radio"/> Yes No</p> <p><input checked="" type="radio"/> Yes No</p> <p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p> <p><input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No</p>	<p>\$ <u>1,073</u></p> <p>\$ <u>400</u></p> <p>\$ <u>N/C</u></p> <p>\$ <u>N/C</u></p>

	6. A dash-mounted switch with light to indicate the beacons are on shall be provided. The permanently labeled switch shall be installed in an easy to see and access position, but not in a location that interferes or could interfere with the operator during operation or while entering and exiting the vehicle.	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
H.	Back-Up Alarm: 1. Back-up alarm, 107 dBa, SAE type B, fully sealed, wired into equipment's backup light system using OEM plug-in adapter. 2. The alarm shall be mounted in a protected location to prevent damage. 3. Pressure washing the equipment shall not damage the back-up alarm.	dBa Rating: <u>107</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
I.	Remote Start System: 1. A remote jump start easy access connector (male and female ends shall be provided).	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
J.	Converter 24-volt DC to 12-volt DC rated at 25-amps. 1. Radio tap. 2. Power point receptacle.	<input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u> \$ <u>N/C</u>

2.10 Interior

	Description of Equipment	Offered Equipment	Cost
A.	Cab Design: 1. Cab high profile with ROPS/FOPS system. ROPS and FOPS shall meet applicable SAE and ISO standards. 2. Cab shall not be louder than 71-dB (A) when measured using ISO 6394 standards. 3. Cab shall have sound suppression insulation. 4. Windows, lower front opening for ventilation, side windows shall be the tinted and sliding type. 5. Cab floor shall be sweep-out design for easy cleaning.	<input checked="" type="radio"/> Yes No <i>NO HIGH PROFILE</i> <input checked="" type="radio"/> Yes No Interior dBA rating: <u>71</u> <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>
B.	Cab Ventilation Factory Installed to include: 1. Air conditioning R-134 A/C system (OEM only). 2. Heater 42,000-BTU minimum. 3. Fan 3-speed with adjustable vents. 4. Defroster fans front and rear.	<input checked="" type="radio"/> Yes No BTUs: <u>42,025</u> <input checked="" type="radio"/> Yes No <i>FOUR SPEED</i> <input checked="" type="radio"/> Yes No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>
C.	Windshield Wipers and Washers to include: 1. Windshield and lower front windows. 2. Rear window. 3. Intermittent feature.	<input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>

	Description of Equipment	Offered Equipment	Cost
D.	Operator Controls to include: "No Approved Equals" 1. Adjustable twin joystick steering, throttle and blade controls. 2. Seat deluxe contour cloth suspension type with and retractable seatbelts. Seat shall be adjustable fore/aft, height and seatback angle, with operator weight settings. 3. Speedometer and engine tachometer. 4. Gauges shall include: a. Engine coolant temperature b. Frame articulation angle c. Fuel level d. Voltmeter e. Hour meter. 5. Switches shall be back lighted for easy identification at night. 6. Electronic Monitoring System a. Category I to include flashing light for alternator problem and parking brake applied. b. Category II to include flashing light to signal high engine coolant and hydraulic oil temperature and transmission electrical problems. c. Category III to include loud alarm and flashing light to signal problem with engine oil pressure, brake air pressure, supplemental steering, parking brake applied with transmission engaged.	Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>
E.	Operator Conveniences to include: 1. Radio 12-volt DC AM/FM stereo with 2 speakers. 2. Power point 12-volt DC. 3. Lunch box holder. 4. Coat hanger. 5. Cigarette lighter 24-volt and ashtray.	Yes No Yes No Yes No Yes No Yes No	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>
F.	Interior Rear View Mirrors: 1. Wide angle inside rear view mirrors (2 required).	Yes No ONE	\$ <u>N/C</u>
G.	Fire extinguisher 5-lb mounted inside the cab.	Yes No	\$ <u>N/C</u>

2.11 Exterior:

	Description of Equipment	Offered Equipment	Cost
A.	Engine Service Points: 1. All engine and daily service points shall be ground accessible. 2. The engine compartment access doors shall be key lockable and easy to operate	<input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>N/C</u>
B.	Ladders: 1. The ladder shall have slip-resistant rungs. 2. Ladders shall be on both sides of the machine. 3. Ladders shall, be provided for easy cleaning of the windows/windshield. 4. The lower rungs shall be impact/damage resistant.	<input checked="" type="checkbox"/> Yes No Location: <u>BOTH SIDES</u> <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>N/C</u>
C.	Outside Rear View Mirrors 1. Exterior wide view convex mirrors one per side. 2. Outside mirrors shall be heated.	<input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>N/C</u>
D.	Anti Vandalism Lockup kit on all doors, radiator, hydraulic and engine fill ports and other areas that require protection.	<input checked="" type="checkbox"/> Yes No	\$ <u>N/C</u>
E.	Cab Doors: 1. Door handle releases easy to reach from ground. 2. Hold-open clasp.	<input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>N/C</u> \$ <u>N/C</u>
F.	Rear View Camera, "Factory OEM Only": 1. Camera (1 required) color, high resolution. a. Rear of grader mounted camera wired into grader ignition system to automatically turn on when the grader is turned on b. Camera shall be in water proof cast aluminum housing. Housing shall be able to be pressure washed when washing vehicle. c. Camera shall be automatically heated for cold weather operation. 2. Monitor shall be in a very easy to see location that requires as little as possible head movement and also with a little as possible front windshield obstruction. The monitor location shall be mutually agreed upon. a. Day night sensor b. Picture shall be crisp and clear at all times. c. Anti-glare sun shield and hood. d. Swivel mounting bracket. e. Dimmer switch to adjust for day and night viewing.	<input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> Yes No	\$ <u>N/C</u>

	Description of Equipment	Offered Equipment	Cost
	3. All wiring shall be totally sealed with sealed locking connections to prevent corrosion. 4. All wiring shall be routed to prevent damage to the wiring.	<input checked="" type="radio"/> Yes No <input checked="" type="radio"/> Yes No	
G.	Paint: Polyurethane paint equal to DuPont Imron 5000, "Standard Manufacturer's Color", applied following manufacture's procedures to include: 1. Color top coat, 2 coats, applied to all non-stainless steel components following manufactures procedures. 2. Removing all mill scale and slag. 3. Variprime 615S self-etching primer or approved equal. 4. Treating bare metal with manufacturer's conditioners and conversion coatings or approved equal.	Make: <u>CAT</u> Type: <u>CAT</u> Color: <u>YELLOW-BLACK</u>	\$ <u>N/C</u> \$ <u>N/C</u> \$ <u>N/C</u>
H.	Conspicuity Tape: 1. DOT-C2 Standard No. 108 reflective conspicuity tape shall be applied full length to front, rear and sides of the body.	<input checked="" type="radio"/> Yes No	\$ <u>795</u>
I.	Lifting/Tie-Down Eyes on all four corners of the frame that will be used to tie down loader onto the trailer for transporting.	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
J.	Vehicle signage shall be applied as follows: 1. "Slow Moving Vehicle", rear of machine, DOT approved.	<input checked="" type="radio"/> Yes No	\$ <u>N/C</u>
Motor Grader SUB TOTAL COST			\$ <u>298,596</u>

3.0 Dealer Provided Optional Equipment and Quality Standards

3.1 Electrical Systems:

- A. All non-factory wire connections (splices, connectors, etc.) shall be soldered and shrink tube insulated with adhesive/meltable sealant, thick wall polyolefin shrink tubing (3M EPS-300 or equal). No non-factory crimp connections allowed. No cutting or splicing into the factory wiring harnesses allowed.
- B. All accessories (strobe lights, operator controls, light bar, etc.) shall be wired through a 12-vDC constant-duty solenoid and controlled by bus bar mounted and permanently labeled auto-resetting circuit breakers. The solenoid shall be wired to the key switch.
- C. All dealer/vendor installed items, which require connecting into the vehicle's electrical system shall be done using an OEM factory modified wiring kit whenever possible.

- D. All non-factory wiring shall be encased in a totally sealed wiring harness (no plastic split loom) to prevent corrosion from magnesium chloride. The wiring harness shall be well secured to the truck with neoprene aircraft stainless steel tubing clamps. Rubber grommets shall be used at all areas where the wiring passes through areas that could damage the wiring. Unprotected wiring in any application is unacceptable.
- E. Electrical cables and wiring harnesses shall be neatly run and clamped with neoprene aircraft stainless steel tubing clamps. Clamp spacing shall not exceed 18-inches.
- F. Dielectric grease shall be applied to all electrical plug terminals and connections to reduce corrosion.

3.2 Fasteners:

- A. Grade 5 (SAE or USS) or 8.8 (metric) minimum, bolts, nuts, washers minimum. Vendor shall use Grade 8 or 10.9 for all critical areas or where good engineering practice suggests.
- B. All fasteners shall be zinc plated to prevent corrosion.
- C. Anti-Seize: all fasteners shall have Fel Pro C5A Anti-Seize compound applied before assembly to prevent corrosion, rusting, galling and aid in equipment servicing and repair.
- D. All fasteners shall be of appropriate length, diameter and strength (grade) for the application,
- E. Bolts and screws shall extend a minimum of 1-1/2 threads beyond the nut and maximum of 6 threads past the nut.
- F. Flat washers shall be used under bolt heads and nuts.
- G. Lock nuts (nylon insert, metal, slotted, castle nuts) shall be used lock-washers are not acceptable.

3.3 Hydraulic Systems:

- A. All hydraulic circuits shall be pressure relief protected.
- B. Hydraulic hoses shall be Parker ST-451 (tight bend radius) 2-wire braid hose meeting SAE-100R17 specifications where the hose meets operational criteria or approved equal.
- C. Hydraulic hoses shall have swivel fittings on both ends. Hose ends shall be located to facilitate easy component replacement.
- D. High-pressure hydraulic hose shall not be used for suction lines.
- E. Close/tight radius 90° elbow fittings shall not be used if short, medium or long drop steel stem 90° elbow fittings can be used. Over use of 90° elbows shall not be permitted.
- F. Hydraulic hoses and rigid lines shall be run parallel where possible; routing shall look neat and well planned.
- G. Rubber cushioned metal hydraulic clamps shall be used on all hydraulic ridged lines and hoses at proper intervals for supporting the line/hose 36" maximum distance. Clamps shall be securely mounted to the equipment.
- H. Hydraulic hoses and lines shall not be routed near exhaust, close to rotating components or over, around or through sharp edges. . Rubber grommets shall be used at all areas where the hydraulic lines through areas that could damage the lines.
- I. Galvanized fittings and thread tape shall not be used.
- J. Hydraulic hoses shall be covered with protective spiral nylon anti-chaffing wrap or sock type protective sleeves at all areas where chafing/rubbing could cause premature wear/failure.
- K. Hydraulic oil tanks shall magnetic drain plug, oil level and temperature gauge.
- L. Hydraulic hoses over 4' long shall be labeled on both ends for easy identification.
- M. Shut off valves ¼-turn on each side of filter.

3.4 All fabricated parts, brackets etc. shall have all sharp corners, edges etc. radiused or rounded for safety.

3.5 Welds:

- A. All welds shall meet AWS (American Welding Society) standards for the type weld, material joined and welding method.
- B. Weld joints shall have proper design and fit for the application.
- C. Welds joints shall have proper penetration and be smooth in appearance with no undercuts or overlaps at edge of weld.
- D. Weld joints shall be properly prepared with cut ends ground to remove all slag, create a smooth surface and beveled end.

4.0 Manuals/Equipment

Item	Description of Equipment	Offered Equipment	Cost
Training Video	One, DVD or CD demonstrating and explaining the safe and proper use of the vehicle/equipment. 1. Equipment and Attachments.	<input checked="" type="radio"/> Yes No	\$ <u>N/A</u>
Operators Manual Paper	One book per vehicle/equipment with "safe equipment operation" section for each component. 1. Equipment and Attachments.	YES	\$ <u>N/A</u>
Service/Repair/Maintenance Manual Paper	Two complete sets per Contract (not per vehicle); binder required,	<p style="text-align: center; color: red;">NOT NEEDED</p> Yes No Yes No Yes No	\$ <u>N/A</u>
	A. Manuals shall be provided for: A. Equipment and Attachments		\$ <u>N/A</u>
	B. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.		
	C. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.		

<p>Service/ Repair/ Maintenance Manual on CD rom or DVD</p>	<p>One complete set; per Contract (not per vehicle)</p> <ol style="list-style-type: none"> 1. Manuals shall be provided for: <ol style="list-style-type: none"> A. Equipment and Attachments 2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments. 3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil. 4. New CD roms or DVDs shall be provided when information is updated, superseded or changed. 	<p>Yes No <i>NOT NEEDED</i></p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ <u><i>N/A</i></u></p> <p>\$ <u><i>N/A</i></u></p> <p>\$ <u><i>N/A</i></u></p>
<p>Service/ Repair/ Maintenance Manual on Internet Access, or Other Electronic Media</p>	<p>One complete set; per Contract (not per vehicle)</p> <ol style="list-style-type: none"> 1. Vendor shall provide access to the site for the length of time that the City owns the equipment at a one time up front cost to the City. 2. Internet information shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments. 3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil. 	<p>Yes No <i>ALREADY SET UP</i></p> <p>Yes No</p> <p>If other Specify: _____</p> <p>_____</p> <p>_____</p> <p>Yes No</p>	<p>\$ <u><i>N/A</i></u></p>

Parts Manual Paper	<p>Two complete sets, per Contract (not per vehicle) binders required,</p> <ol style="list-style-type: none"> Manuals shall be provided for: <ol style="list-style-type: none"> Equipment and Attachments Illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system. 	<p style="text-align: center;"><i>ON LINE</i></p> <p>Yes No Yes No</p>	<p>\$\$ <u>N/A</u> \$\$ <u>N/A</u></p>
Parts Manual on CD rom or DVD	<p>One complete set, per Contract (not per vehicle) illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system.</p> <ol style="list-style-type: none"> Information shall be provided for: <ol style="list-style-type: none"> Equipment and Attachments Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information. New CD roms or DVDs shall be provided when information is updated, superseded or changed. 	<p style="text-align: center;"><i>ON LINE</i></p> <p>Yes No Yes No</p> <p>Yes No</p>	<p>\$\$ <u>N/A</u> \$\$ <u>N/A</u></p>
Parts Manual on Internet Access, or Other Electronic Media	<p>One complete subscription; per Contract (not per vehicle)</p> <ol style="list-style-type: none"> Internet information shall allow the City 24 hour 7 days/week including holidays access from its main maintenance facility and all its satellite maintenance facilities. Internet information shall include complete and detailed information for parts for the: <ol style="list-style-type: none"> Equipment and Attachments Internet information shall cover vehicle/equipment, shall include general parts information, parts specifications, ordering guide lines and superseded parts information. Vendor shall provide access to the site for the length of time that the City owns the vehicle/equipment at a one time up front cost to the City. 	<p>Access Information: 7 days/week including holidays Yes No</p> <p style="text-align: center;"><i>ALREADY SET UP</i></p> <p>Yes No Yes No</p> <p>Yes No If other Specify: _____</p> <hr/> <hr/>	<p>\$\$ <u>N/A</u> \$\$ <u>N/A</u></p>

	5. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information.	Yes No <i>ON-LINE</i>	
New Equipment Check-in Form:	The successful vendor shall complete the City's "New Equipment Check-in Form" completely and accurately with all requested information.	<i>YES</i>	\$ <i>NIC</i>

4.1 **Operator and Mechanics Training**

Item	Description of Equipment	Offered Equipment	Cost
On Site Equipment Manufacturers Training	On site the vendor shall insure that the equipment manufacturers training representative, after delivery of the equipment Contacts Fleet Management training manager to coordinate equipment training.	<i>YES</i>	\$ <i>NIC</i>
Fleet Management Training Manager	Charlie Pletcher Telephone: 720.865.4151 Contact time: 8:00 am to 3:00 pm M-F	<i>YES</i>	
Training Requirements	Training shall consist of factory training materials, classroom and actual field training on the equipment for the equipment operators and supervisors.	<i>YES</i>	\$ <i>NIC</i>
On Site Mechanics Training	On site mechanics training shall be 1 class, approximately 8 hours, day shift total provided at City facilities. The training shall cover maintenance and service procedures, trouble shooting and use of manuals.	<i>YES</i>	\$ <i>NIC</i>
On Site Operators Training	On site operators training shall be 1 class, approximately 8 hours, day shift total provided at City facilities or City paving job site. The training shall cover proper operation of the equipment, maintenance and service procedures, trouble shooting and use of manuals.	<i>YES</i>	\$ <i>NIC</i>

5.0 Section Removed

6.0 Warranty

6.1 Warranty Requirement

WARRANTY (Table 1)		Complies (Y or N/A)
A.	Warranty is to be a minimum of 1-year/Unlimited-hours on the entire equipment Engine warranty 5 year or 5,000 hours. No trip mileage or labor charges shall be charged during the warranty period. The standard factory warranty plan shall be provided as an attachment to your bid proposal	Y
B.	The Warranty shall include at no cost to the City of Denver, all parts and labor, and no charge for work performed at the vendor's facility and for field service work.	Y
C.	Warranty shall start when the City places the vehicle into service and NOT on the delivery date.	Y
D.	Primary vendor shall provide warranty information for engine, transmission, chassis, electronics, body and other major components for cab and chassis built vehicles. This provision is not applicable to OEM (Original Equipment Manufacturer) factory completed light-duty vehicles.	Y
E.	Options listed shall be bid and provided as factory installed under the terms of the full factory-backed warranty. This includes, but is not limited to: air conditioning, radios, cruise control, bumpers, towing packages etc. Dealer-installed options will not be permitted unless pre-approved by the City in writing and, where applicable, indicated on bid sheet as a "dealer installed" non-factory item.	Y
F.	Bidder will be responsible for the warranty repair of all installed options/auxiliary equipment included in the bid that has a standard warranty that is less than the standard warranty for the base vehicle/equipment. All warranties shall be equal to the manufacturer's warranty or not less than twelve (12) months, whichever is greater.	Y
G.	Bidder shall use a single, local factory authorized dealership that will accomplish or coordinate required warranty work. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts shall be available and supplied within 24 hours. When warranty parts are not in stock, causing the vehicle to be down more than 3 working days, those required parts shall be air freight shipped at the vendor/manufacturer's expense	Y
H.	If applicable, bidder shall provide a plan for the City to be reimbursed if the work can be done by the City on site. The current shop rate is \$75.00/hour, not to exceed \$85.00/hour. (Enter a response of N/A if not available)	Y
I.	The bidder shall respond to request for warranty assistance within twenty-four (24) hours.	Y
J.	Warranty work shall be accomplished within an appropriate length of time (generally less than 3 working days for everything other than major component repair such as an engine rebuild, transmission rebuild major structural integrity modification etc. and shall be coordinated with an authorized City representative. Major component repairs shall be accomplished in no more than two weeks and shall be coordinated with an authorized City representative. [Any work not completed within two weeks after delivery of the vehicle will extend the term of the warranty one day for each day in excess of the two week repair period.]	Y

K.	During the entire warranty period, if the unit requires transportation to a repair facility, the vendor/sub-vendors shall be responsible for all transportation at "NO COST" to the City and County of Denver. This includes transporting the unit back to the City's domicile location after repairs are complete. If an alternate is bid, charges to the City of Denver shall be listed (e.g. mileage, travel, labor, etc.). Even if an alternate is bid, in NO CIRCUMSTANCES will the City and County of Denver be responsible for transporting a unit greater than 25 miles from the center of Denver. For purposes of these warranty provisions, the center of Denver is defined as the City and County Building located on the corner of Colfax and Bannock Street.	✓
L.	The item(s) procured by the City pursuant to this Bid Proposal shall, in addition to being subject to the express warranties referenced above, be subject to all implied warranties arising by operation of State and Federal law, including but not limited to the implied warranty of merchantability and, to the extent applicable, the implied warranty of fitness for a particular purpose arising under the Colorado Uniform Commercial Code, Title 4, Colorado Revised Statutes. The bidder shall in no event attempt to limit or disclaim any implied warranties under this Bid Proposal, and any attempt to do so will render the bidder's bid non-responsive under this Bid Proposal. Additionally, any attempt by the bidder to alter the warranties stated herein after the City has accepted a bid, such as in a receipt for goods delivered, shall be void and of no legal effect. The bidder shall explicitly state and acknowledge this condition in its bid response.	✓
M.	This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components	✓

6.2 Fleet Defects

Fleet Defects (Table 2)	
A.	Definition: If during the warranty period, thirty percent (30%) of the total number of units delivered have the same part(s) and/or components failure requiring replacement and/or modifications, caused by defects in Structural Integrity, Design, Material, and/or Workmanship or affecting safety, then this "Fleet Defect Clause" goes into effect.
B.	Remedy: Following notification of a Fleet Defect, the vendor shall develop and implement a plan that either reengineers, modifies, or replaces the defective parts/ systems, such that the identified problem is cured and the operation of the vehicle/equipment is not altered. When alterations are required to cure the defect, those alterations that change or modify the original bid specifications must be approved by the City and County of Denver prior to execution. The vendor will pay for all necessary labor and materials to repair, modify, and/or "update" all vehicles/units in this group. The vendor shall also propose a work schedule that is mutually agreed upon by the City of Denver that corrects the fleet deficiency within 30 days or a mutual agreed upon schedule.
C.	Exceptions: Fleet defects will not apply to minor aftermarket accessories specified by the City of Denver and installed per instructions/specifications. Examples include: toolboxes, spotlights, bed-liners, etc.
D.	Mitigation: Should the vendor become non responsive to the City's notification of a Fleet Defect, the City may employ several options. (1) After notifying the vendor in writing of the City's intent to mitigate its circumstances, the City may chose to perform its own warranty work and shall be entitled to reimbursement for both parts and labor. (2) On major components, such as engine, transmission, air conditioning, etc., the City may chose to have the repairs performed by an authorized dealer and vendor shall reimburse the City for any parts or labor not covered by other warranty.
E.	Outside Metro-Denver: Vendor will pay for all transportation costs if unit(s) must be sent out of the Denver area for repairs. The City and County of Denver reserves the right to inspect unit(s) before returning back to Denver. The City and County of Denver also reserves the right to send at least one employee, without cost to the City, to inspect the repair(s) before unit is released back to the City.

F. **Expired Warranties:** Units that have mutually agreed upon warranty defects during the warranty period will continue to be repaired until completed. If repairs continue past the warranty expiration date the repairs will continue as part of the warranty until completed or cease at a time agreed upon by the vendor and the City.

6.3 **Warranty Options**

		WARRANTY Options (Table 3)			
	Cost of Extended Warranties \$13,568	Please indicate in the columns below the additional cost of an extended warranty for all applicable components listed in the left hand column.			
		—Inc = Included		N/A = Not available	
		Three Years	Four Years	Five Years	Comments
A.	Frame/Body			INC	
B.	Engine			INC	
C.	Drive Train			INC	
D.	Suspension			INC	
E.	Hydraulics			INC	
F.	a. Pumps			INC	
G.	b. Motors			INC	
H.	c. Tanks			INC	
I.	d. Valves			INC	
J.	e. Controls			INC	
K.	Electrical Components			INC	
L.	Front Snow Blade			INC	
M.	Other				
N.	Other				
O.	Notes:				

6.4 **Warranty Service Location:** Warranty repair parts and service shall be available locally at an established factory authorized dealership. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts and repairs shall be available and supplied within 8-hours.

Motor Grader: Dealership Name: WAGNER Co Telephone #: 303.739.3000
 Street Address: 18000 SMITH RD City: AURORA CO

Sundries: Dealership Name: _____ Telephone #: _____
 Street Address: _____ City: _____

7.0 **Off-Road Equipment Delivery Documentation: i.e. Construction, Loaders, Forklift, Mowers etc**


Delivery Documentation (Below GVWR 6,000-Lbs)	
A.	Vehicles ordered under this specification shall be complete and delivered to CITY AND COUNTY OF DENVER, Fleet Management Division. All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, 5440 Roslyn St. Building C.
B.	Vendor shall supply at acceptance and delivery of vehicle. <ol style="list-style-type: none"> 1. Bill of Sale (aka invoice, buyers order) 2. Original MSO (Manufacturers Statement of Origin) 3. Application for Title and/or Registration, Colorado Dept of Revenue form DR2395 (02-22-11) 4. Verification of Vehicle Identification Number (VIN), Colorado Dept. of Revenue form DR2087. 5. Standard Sales Tax Receipt. 6. Original weight slip. 7. New Equipment Check-in Form/ Vendor Supplied Information on the Vehicle. Form provided by Fleet contact Dolores @ 720.865.3903 8. Copy of City Purchase Order. 9. All Keys ordered for the equipment and extra equipment i.e. toolboxes etc. 10. All Manuals repair, parts, owners and/or CD's/DVD's etc 11. Vehicle Warranty information and receipt for optional warranty. 12. Receipts and Warranty information for vendor Installed/supplied components (lift gates, snowplows, lighting equipment etc)
C.	Delivery: Monday through Friday between 8:00am and 1:00pm. Location: CITY AND COUNTY OF DENVER Fleet Management 5440 Roslyn St. Building C Denver, CO 80216 Contact person to coordinate delivery: Dolores Gallegos at (720) 865-3900 ext. 03 or direct line (720) 865-3903.

8.0 Vehicle Delivery

8.1 Delivery of Complete Motor Grader to the City and County of Denver

PROVIDE NUMBER OF DAYS REQUIRED FOR DELIVERY OF COMPLETE MOTOR GRADER	<u>160</u> DAYS
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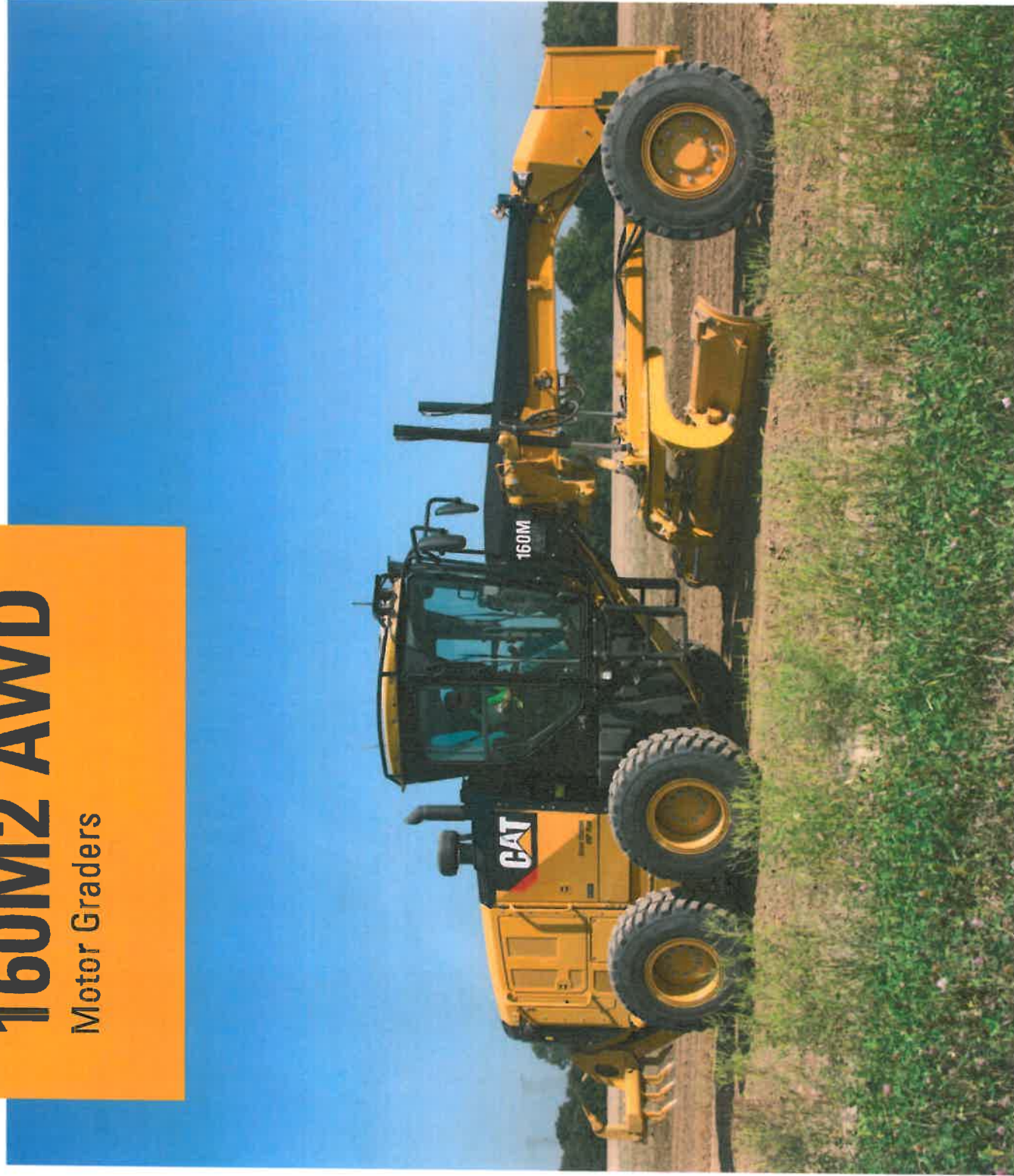
9.0 Complete Motor Grader Cost

Include: <input checked="" type="checkbox"/> Motor Grader Total Cost Do Not Include: <input type="checkbox"/> Optional Equipment <input type="checkbox"/> Warranty Cost (s) <input type="checkbox"/> Manual Cost (s)	ONE COMPLETE MOTOR GRADER TOTAL COST Authorized Signature: 	<u>\$298,596</u>
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160M2/ 160M2 AWD

Motor Graders



Engine

Engine Model	Cat® C9.3 ACERT™
Base Power (1st gear) – Net	159 kW 213 hp
Base Power (1st gear) – Net (Metric)	159-196 kW 213-263 hp
VHP Plus range – Net	166-211 kW 223-283 hp
VHP Plus range – Net (Metric)	216-267 hp
AWD range – Net	226-287 hp
AWD range – Net (Metric)	

Emissions

U.S. Tier 4 Interim/EU Stage IIIB	
Moldboard	
Blade width	4.2 m 14 ft
Weights	
Operating Weight, typically equipped	20 540 kg 45,283 lb
Weights – AWD	
Operating Weight, typically equipped	21 432 kg 47,249 lb



Operator Station

Comfort, productivity, advanced technology.

Visibility

Angled cab doors, a tapered engine enclosure and patented sloped rear window assure excellent visibility to the work area.

Maximum Control, Maximum Comfort

Caterpillar has built the most comfortable cab in the industry, replacing the control levers and steering wheel with two joystick controls, and lengthening the cab for more leg room. Machine design features, like angled doors, provide excellent visibility.

Operator Comfort

The Cat® Comfort Series suspension seat and arm/wrist rests are fully adjustable for improved comfort and productivity. Extra leg room, easy-to-reach long-life rocker switches and revolutionary joystick controls make this the most comfortable cab in the industry.

Standard HVAC system

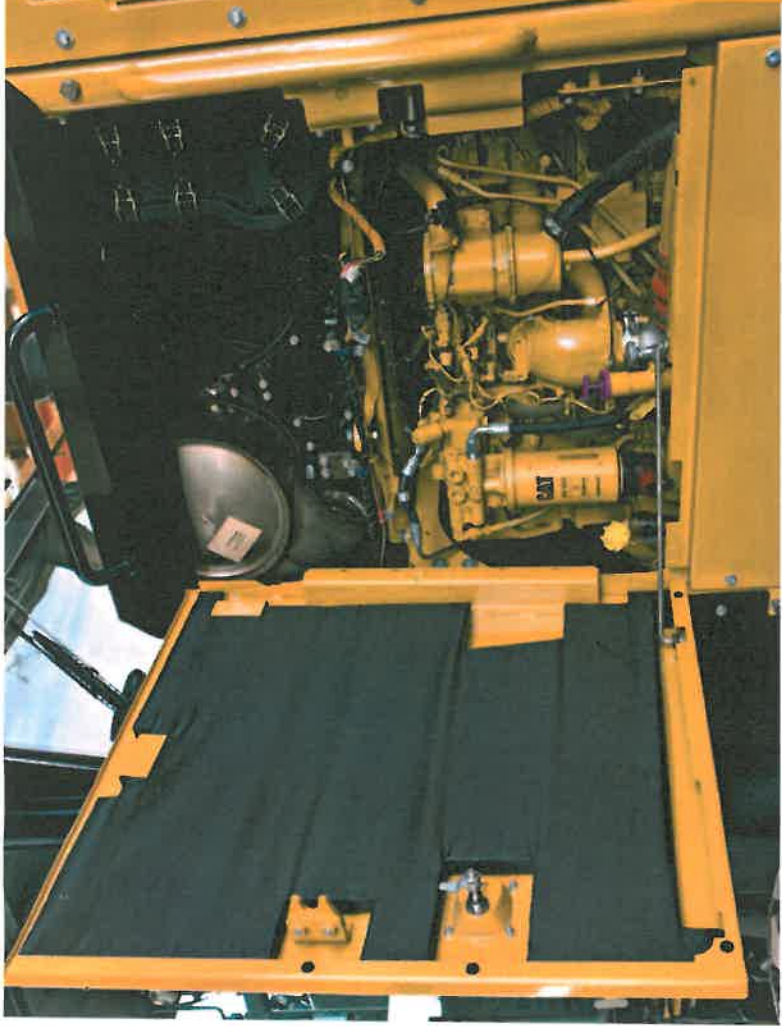
The high capacity system dehumidifies and pressurizes the cab, circulates fresh air, seals out dust and keeps windows clear.

Low Interior Sound and Vibration Levels

Multiple isolation mounts along with relocated hydraulic pump and valves significantly improve operator comfort and productivity.

In-Dash Instrument Cluster

Easy-to-read, high-visibility gauges and warning lamps keep the operator aware of critical system information.



Engine

Power and reliability.

A Cat C9.3 ACERT™ engine and Cat Clean Emissions Module deliver the performance and efficiency that customers demand, while meeting Tier 4 Interim/Stage IIIB emission standards.

The C9.3 ACERT engine has superior torque and lugging capability to pull through sudden, short-term loads and maintain consistent, desirable grading speeds to get work done faster without downshifting. The High Pressure Common Rail Fuel System improves precision and control with full electronic injection that boosts performance and reduces soot.

Hydraulic Demand Fan

The hydraulic demand fan automatically adjusts cooling fan speed according to engine cooling requirements. This reduces demand on the engine, putting more horsepower to the ground and improves fuel efficiency. Swing-out design allows easy access to cooling cores and reduces clean out time.

Emissions Technology

Reliable, integrated solutions.

Cat NOx Reduction System

The Cat NOx Reduction System captures and cools a small quantity of exhaust gas, then routes it into the combustion chamber where it drives down combustion temperatures and reduces NOx emissions.

Aftertreatment Technologies

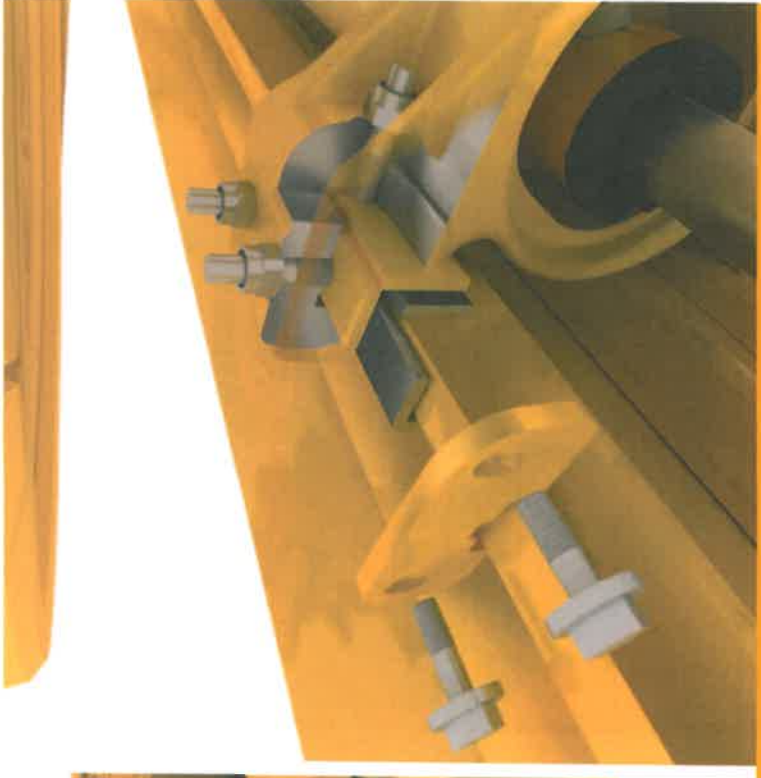
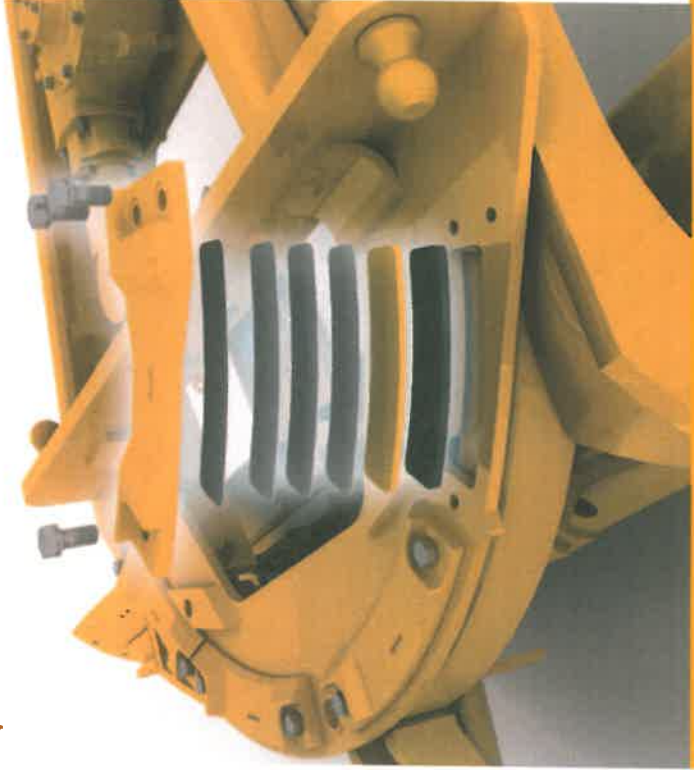
To meet Tier 4 Interim/Stage IIIB emission standards and beyond, Cat aftertreatment components have been designed to match application needs. System components include a **Diesel Oxidation Catalyst (DOC)**, which uses a chemical process to convert regulated emissions in the exhaust system, and a **Diesel Particulate Filter (DPF)** that traps particulate matter that is carried into the exhaust stream.

The DOC, DPF and Cat Regeneration System are contained in a Caterpillar designed Clean Emission Module (CEM) that protects the components, minimizes the aftertreatment footprint and simplifies maintenance.

Cat Regeneration System

The Cat Regeneration System is designed to work transparently, without any interaction needed from the operator. Under most operating conditions, engine exhaust is hot enough to oxidize soot through passive regeneration. If supplemental regeneration is needed, the Cat Regeneration System elevates exhaust gas temperatures to burn off soot in the Diesel Particulate Filter (DPF). This is a process that happens automatically, but the operator can initiate the cycle when convenient or interrupt regeneration as needed. A soot level monitor can be viewed on the Cat Messenger screen and regeneration indicator lights are integrated into the front console.





Structures and DCM

Service ease and precise blade control.

Heavy Duty Durability

The frame, drawbar and one-piece forged steel circle are designed for durability in heavy duty applications. The strong A-frame drawbar uses a durable tubular design. The front 240° of circle teeth are hardened to reduce wear and ensure component reliability.

Articulation Hitch

A large tapered roller bearing at the lower pivot carries loads evenly and smoothly. Sealed to prevent contamination, a locking pin prevents articulation for safety during service or transport.

Aggressive Blade Angle

Allows material to roll more freely along the blade, particularly dry materials or cohesive soils. Better material control gets the job done faster, requires less power and saves fuel.

Fast, Easy Adjustment Means Tight Components

Shims and patented top-adjust wear strips are easy to add or replace, dramatically reducing downtime and operating costs. Durable nylon composite wear inserts maximize circle torque and component life. Sacrificial brass wear strips between the blade mounting group and moldboard can be replaced easily. Shimless Moldboard Retention System uses vertical and horizontal adjusting screws to keep moldboard wear strips aligned for reduced blade chatter, precise blade control and dramatic reductions in service time.

Moldboard

Heat-treated rails, hardened cutting edges and end bits, and heavy duty bolts assure reliability and long service life. The link bar allows extreme moldboard positioning for bank sloping, ditch cutting and cleaning.



Hydraulics

Advanced machine control.

Advanced Electro-Hydraulic System

Incorporates a state-of-the-art electro-hydraulic system as the foundation for revolutionary changes in machine and advanced joystick controls.

Blade Float

Allows the blade to move freely under its own weight. By floating both cylinders, the blade can follow the contours of the road, especially useful when removing snow. Floating only one cylinder permits the toe of the blade to follow a hard surface while the operator controls the slope with the other lift cylinder.

Independent Oil Supply

Large, separate hydraulic oil supplies prevent cross-contamination and provide proper oil cooling, which reduces heat build-up and extends component life.

Load Sensing Hydraulics (PPPC)

The proven load-sensing system and the advanced Proportional Prioritized Pressure-Compensating (PPPC or “triple P – C”) electro-hydraulic valves provide superior implement control and enhanced machine performance in all applications. Continuously matching hydraulic flow/pressure to power demands creates less heat and reduces power consumption.

- Consistent, Predictable Movement – PPPC valves have different flow rates for the head (red) and rod ends (blue) of the cylinder, ensuring consistent extension and retraction speeds.
- Balanced Flow – Hydraulic flow is proportioned so all implements operate simultaneously with little effect on the engine or implement speeds.



Work Tools and Attachments

Equip your machine for the job.

Moldboard

Moldboard offerings include 3.7 m × 610 mm (12 ft × 24 in), 4.3 m × 610 mm (14 ft × 24 in), 4.3 m × 686 mm (14 ft × 27 in), or 4.9 m × 686 mm (16 ft × 27 in). Left and right side extensions are also available.

Ground Engaging Tools (GET)

A variety of tools are available from Cat Work Tools, including cutting edges, graderbits and end bits, all designed for maximum service life and productivity.

Front Mounted Groups

A front mounted push plate/counterweight or front lift group are available. The front lift group can be combined with a front dozer blade or front scarifier for added versatility.

Rear Ripper/Scarifier

Made to penetrate tough material fast and rip thoroughly for easier movement with the moldboard. The ripper includes three shanks (with holders for five). Nine scarifier shanks can also be added for additional versatility.

Snow Removal Work Tools

Multiple snow plow, snow wing and mounting options increase machine versatility and utilization throughout the year.

Customer Support

Unparalleled worldwide support.



Renowned dealer service

From helping you choose the right machine to financing and ongoing support, your Cat dealer provides the best in sales and service.

Manage your costs with preventive maintenance programs like Custom Track Service, S•O•SSM analysis and guaranteed maintenance contracts.

Stay productive with best-in-class parts availability. Your Cat dealer can even help boost your profits with operator training.

And when it's time for component replacement, your Cat dealer can help you save even more. Genuine Cat Remanufactured parts carry the same warranty and reliability as new products at savings of 40 to 70 percent for power train and hydraulic components.

Sustainability

Thinking generations ahead.

- M Series 2 Motor Graders are designed to benefit your business and reduce emissions.
- Cat engine and aftertreatment meet U.S. Tier 4 Interim/ EU Stage IIIB emission standards.
- Integrated machine systems and technologies improve productivity for greater accuracy, lower fuel use and reduced machine wear.
- Replaceable wear parts save maintenance time and cost, and extend major component life.
- Major structures and components are built to be rebuilt, reducing waste and replacement costs.
- Extended service intervals reduce maintenance time/cost and waste.
- A variety of safety features help safeguard operators and others on the job site.



Service Panel

Fuel Capacity	416 L	110 gal
Cooling system	56 L	14.8 gal
Hydraulic system		
Total	100 L	26.4 gal
Tank	64 L	16.9 gal
Engine Oil	30 L	7.9 gal
Trans./Diff/	65 L	17.2 gal
Final Drives		
Tandem housing	64 L	16.9 gal
(each)		
Front wheel spindle	0.5 L	0.13 gal
bearing housing		
Circle drive housing	7 L	1.8 gal

Frame

Circle		
Diameter	1530 mm	60.2 in
Blade beam	40 mm	1.6 in
thickness		
Drawbar		
Height	152 mm	6 in
Width	76.2 mm	3 in
Thickness	12.7 mm	0.5 in
Front-top/bottom plate		
Width	305 mm	12 in
Thickness	22 mm	0.87 in
Front frame structure		
Height	321 mm	12.6 in
Width	255 mm	10 in
Front axle		
Height to center	600 mm	23.6 in
Wheel lean,	18°	
left/right		
Total oscillation	32°	
per side		

- Front-top/bottom plate – width tolerance ±2.5 mm (0.098 in).

Tandems

Height	506 mm	19.9 in
Width	210 mm	8.3 in
Sidewall thickness		
Inner	16 mm	0.63 in
Outer	18 mm	0.71 in
Drive chain pitch	50.8 mm	2 in
Wheel axle spacing	1523 mm	59.95 in
Tandem oscillation		
Front up	15°	
Front down	25°	

Moldboard

Blade width	4.2 m	14 ft
Moldboard		
Height	610 mm	24 in
Thickness	22 mm	0.87 in
Aro radius	413 mm	16.3 in
Throat clearance	166 mm	6.5 in
Cutting edge		
Width	152 mm	6 in
Thickness	16 mm	0.6 in
End Bit		
Width	152 mm	6 in
Thickness	16 mm	0.6 in
Blade Pull		
Base GVW	11 752 kg	25,908 lb
Max GVW	15 455 kg	34,072 lb
Blade Down Pressure		
Base GVW	7789 kg	17,171 lb
Max GVW	13 243 kg	29,195 lb

Blade Range

Circle centershift		
Right	728 mm	28.7 in
Left	695 mm	27.4 in
Moldboard sideshift		
Right	660 mm	26 in
Left	510 mm	20.1 in
Maximum blade		
position angle	90°	
Blade tip range		
Forward	40°	
Backward	5°	
Maximum shoulder reach outside of tires		
Right	2278 mm	89.7 in
Left	2090 mm	82.3 in
Maximum lift		
above ground	452 mm	17.8 in
Maximum depth	750 mm	29.5 in
of cut		

Ripper

Ripping depth, maximum	426 mm	16.8 in
Ripper shank holders	5	
Ripper shank holder spacing	533 mm	21 in
Penetration force	9273 kg	20,443 lb
Pryout force	11 712 kg	25,820 lb
Machine length increase, beam raised	1031 mm	40.6 in



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado LLC 1515 Wynkoop Street Suite 200 Denver CO 80202	CONTACT NAME: Client Associate PHONE (A/C, No, Ext): 303-837-8500 FAX (A/C, No): 303-831-5295 E-MAIL ADDRESS: certificate@vgic.com														
INSURED Wagner Equipment Co. Wagner Rents, Inc. 18000 Smith Road Aurora CO 80011	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">0</td> </tr> <tr> <td>INSURER B : St. Paul Fire & Marine Insurance Co</td> <td style="text-align: center;">24767</td> </tr> <tr> <td>INSURER C : Berkley Regional Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	0	INSURER B : St. Paul Fire & Marine Insurance Co	24767	INSURER C : Berkley Regional Insurance Company		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															


COVERAGES **CERTIFICATE NUMBER: 175747712** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO819637207	3/1/2014	3/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 SIR \$50
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP819637107	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP12S8378913NF	3/1/2013	3/1/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC819637308	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Crime - Employee Theft Forgery or Alteration Money & Securities			BCR7100075413	3/1/2014	3/1/2015	\$1,000,000 Limit \$10,000 Deductible \$1,000,000 Limit \$10,000 Deductible \$1,000,000 Limit \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As required by written contract or written agreement, the City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds for ongoing operations under General Liability and Automobile Liability, on a primary and non-contributory basis. Waivers of Subrogation apply with respect to the General Liability, Automobile Liability and Umbrella Liability, as required by written contract or written agreement.

CERTIFICATE HOLDER City and County of Denver Department of Public Works 201 West Colfax, Dept. #611 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201414656-00

Contractor Name: WAGNER EQUIPMENT CO

By: *[Signature]*

Name: KENNETH E HEARD
(please print)

Title: SALES REPRESENTATIVE
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

