

## In-Use Off-Road Diesel Vehicles Turnover Plan (7/10/18)

### Regulation Applies to:

All self-propelled off-road diesel vehicles 25 horsepower or greater used in California, and most 2-engine vehicles.

The City of Corona Department of Water & Power (City) owns 11 vehicles and is considered a small fleet. There are currently no engines designated for emergency or low use. There are 11 vehicles currently counted toward the fleet average.

### Current Fleet

Notes	Dept.	Veh #	Veh Type	Eng MY	Eng HP	Engine Tier	Emission Factor	Fleet Average Index
Used as back-up	Streets	45005	Tractors/Loaders/Backhoes	1997	81.8	T0	9.9	809.82
Parked at WRF1	DWP	55018	Tractors/Loaders/Backhoes	1996	71	T0	9.9	702.9
Used moderately	Streets	45008	Tractors/Loaders/Backhoes	1995	75	T0	9.9	742.5
At Corp Yard	DWP	55017	Other General Industrial Equipment	1993	93	T0	9.9	920.7
At the Desalter	DWP	Desalter	Forklift	2000	62	T1	6.9	427.8
At WRF1 for loading	Streets	45006	Tractors/Loaders/Backhoes	2000	109.5	T1U	6.9	755.55
	DWP	55022	Tractors/Loaders/Backhoes	2003	98.84	T1U	6.9	681.996
Used regularly	Streets	45007	Skid Steer Loaders	2001	58.98	T1U	6.9	406.962
	DWP	55023	Tractors/Loaders/Backhoes	2004	99.87	T2	4.9	489.363
Used very often	Streets	45009	Tractors/Loaders/Backhoes	2006	99.87	T2	4.9	489.363
	Streets	47070	Rollers	2004	45	T2	4.9	220.5
					<b>TOTALS</b>	<b>894.86</b>		<b>6647.454</b>

<b>Total Fleet HP</b>	<b>894.86</b>
<b>Fleet Average</b>	<b>7.4</b>

### Requirements

- Vehicles must be reported to ARB via DOORS (online database)
- Display the unique equipment ID number on both sides of the vehicle
- Vehicles are not allowed to idle > 5 minutes
- Report annually in DOORS starting March 1, 2018
- Meet compliance deadlines between 2019 - 2028
- Can no longer add any Tier 0 or Tier 1 engines to the off-road fleet
- After December 31, 2022 the City will not be allowed to add any Tier 2 engines to the off-road fleet.

There are two compliance options either: meet the **fleet average** or comply with Best Available Control Technology (**BACT**). Ultimately the fleet average is required to be met; however, until 2028 either option can be used to meet compliance.

## Option 1

### Fleet Average

The fleet average index is an indicator of fleets overall emission rate, and is based on the fleets average NOx emissions which are determined by horsepower and year. Reduce fleet average by retiring, selling, replacing, or designating vehicles as permanent low-use. This option requires meeting the emission target for each year indicated below.

#### **For Example**

Fleet Target and Average Emission Rates (g/bhp-hr)										
January 1, Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Target	6.8	6.5	6.0	5.4	4.8	4.2	3.6	3.0	2.4	1.8
Average	7.4									

## Option 2

### Comply with BACT

Reduce the total fleet HP by 10% each year from 2019 – 2028. Must retire tier 0 and tier 1 before getting BACT credit for higher tiers. Any extra credit will be rolled over to be counted in the next compliance year. This can be accomplished by installing Verified Diesel Emission Control Strategy (VDECS), selling vehicles, replacing vehicles, or designating vehicles as permanent low-use.

#### **For Example**

Fleet Target Average HP										
Target Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Amount of HP Reduction	89	80	72	65	59	53	48	43	38	35
Target HP	806	726	654	589	530	477	429	386	348	313
Current HP	895									

### Low-Use Vehicles

Vehicle that operates less than 200 hours per year. These vehicles are not counted in the fleet average. Vehicles can be designated on a year-by-year basis or permanent low-use. Compliance for the year-by-year low-use can be determined using a 3 year rolling average. Only vehicles designated as permanent low-use receive BACT credit and must not operate more than 200 hours per year. This option requires logging the vehicle hours of use and reporting meter reads each year in DOORS. Hours used during an emergency should be noted in the log.

### Next Steps

- Determine which vehicles can be designated as low-use.
- Start tracking the hours for each vehicle and designate engines that meet the low-use requirement in DOORS.
- Several vehicles are close to or over 20 years old, determine when these will be replaced. Determine if any vehicles should be equipped with VDECS. Create a budget for funding future replacement engines.

The current fleet meets compliance to December 31, 2021. Designating all tier 0 engines as permanent low-use would extend compliance to January 1, 2025. After we stop receiving BACT credit we must continue to turn over 10% of the fleet each year until the fleet average for 2028 is met.

45005  
Replacement



Quote 128063-01

July 13, 2018

**STREET DEPARTMENT**

CITY OF CORONA  
755 PUBLIC SAFETY WAY  
CORONA  
California  
92880

Attention: Scott Briggs

Dear Sir,

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

**NJPA #32515-CAT**

**CATERPILLAR INC. Model: 430F2 HRC Backhoe Loader**

**STOCK NUMBER: TBD**

**SERIAL NUMBER: TBD**

**YEAR: 2018**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Justin Usary  
Machine Sales Representative



## CATERPILLAR INC. Model: 430F2 HRC Backhoe Loader

### STANDARD EQUIPMENT

#### CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION  
OF A 430F2 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

#### BOOMS, STICKS AND LINKAGES

15' Center pivot excavator style  
backhoe  
Pilot operated joystick hydraulic  
controls with pattern changer valve  
Pilot operated stabilizer controls  
Boom transport lock  
Swing transport lock  
Street pads stabilizer shoes  
Anti-drift hydraulics

(Boom, Stick and E-Stick)  
Cat Cushion Swing(tm) system  
Bucket level indicator  
Lift cylinder brace  
Return-to-dig (auto bucket positioner)  
Self-leveling loader with single lever  
control  
Transmission neutralizer switch  
Single Tilt Loader

#### POWERTRAIN

Cat C4.4, 86kW (Net 108 HP/81kW)  
Direct Injection Turbo Charged Engine,  
with ACERT technology.  
US EPA Tier4 Final Emissions Compliant  
with Selective Catalytic Reduction(SCR)  
Water separator with service indicator  
Thermal starting aid system  
Eco mode  
A dry-type axial seal air cleaner with  
integral precleaner, automatic dust  
ejection system and filter condition  
indicator  
Hydraulically boosted multi-plate wet

disk brake with dual pedals and interlock  
Differential lock  
Drive-line parking brake  
High Ambient Cooling Package  
Torque converter  
Transmission--four speed synchro mesh  
with power shuttle and neutral safety  
switch  
Spin-on fuel, engine oil and transmission  
oil filters  
Outboard planetary rear axles  
Open Circuit Breather

#### HYDRAULICS

Load sensing, variable flow system  
with 43 gpm axial piston pump  
6 micron hydraulic filter  
O-ring face seal hydraulic fittings  
Caterpillar XT-3 hose

Hydraulic oil cooler  
Pilot control shutoff switch  
PPPC, Flow-sharing hydraulic valves  
Hydraulic suction strainer

#### ELECTRICAL

12 volt electrical start  
150 ampere alternator  
Horn and Backup Alarm  
Hazard flashers/turn signals  
Halogen head lights (4)  
Halogen rear flood lights (4)  
Stop and tail lights  
Audible system fault alarm

Key start/stop system  
880 CCA maintenance free battery  
Battery disconnect switch  
External/internal power receptacles(12v)  
Diagnostic ports for engine and machine  
Electronic Control Modules  
Remote jump start connector

#### **OPERATOR ENVIRONMENT**

Lighted gauge group  
Interior rearview mirror  
Rear fenders  
ROPS canopy  
2-inch retractable seat belt  
Tilt steering column  
Steering knob

Hand and foot throttle  
Automatic Engine Speed Control  
One Touch Low Idle  
Floor mat and Coat Strap  
Lockable storage area  
Air suspension seat

#### **OTHER STANDARD EQUIPMENT**

Hydrostatic power steering  
Standard Storage Box  
Transport tie-downs  
Ground line fill fuel tank with 44  
gallon capacity  
Ground line fill diesel exhaust fluid  
tank with 5 gallon capacity  
Rubber impact strips on radiator guards

Bumper  
CD-ROM Parts Manual  
Backhoe Safety Manual  
Operations and Maintenance Manual  
Lockable hood  
Tire Valve Stem Protection  
Long Life Coolant -30C (-20F)  
Padlocks (2 on ST, 3 on IT)

**Customer**  
**City of Corona**

**NJPA #032515-CAT**

**Date**  
**7-13-18**

**MACHINE SPECIFICATIONS**

**Description**

**Reference No**

430F2 BHL ST, TIER 4, HRC

450-8452

PINS, BUCKET, BHL-F, 45MM-50MM

178-3593

SEAT BELT, 3" SUSPENSION

206-1748

BEACON, MAGNETIC MOUNT

211-4292

BUCKET-HD, 18", 4.2 CFT

219-3386

BUCKET-HD, 24", 6.2 CFT

219-3387

BUCKET-HD, 36", 10.3 CFT

219-3389

BUCKET-HD, 12", 2.8 CFT

219-3411

THUMB, TINE, A 4

221-4285

PLATE GROUP - BOOM WEAR

270-3204

TIRES, 12.5 80-18/21L-24, FS

282-3855

THUMB, HYDRAULIC ARR, W/O TINE

282-5409

BUCKET-MP, 1.3 CYD

337-7436

COUNTERWEIGHT, 1015 LBS

337-9696

RIDE CONTROL

398-2681

LINES, COMBINED AUX, E-STICK

398-2855

RADIO READY HEADLINER, CANOPY

398-2875

INSTRUCTIONS, ANSI

430-9944

SEAT, DELUXE FABRIC

433-4806

COUPLER, PG, MANUAL, DUAL LOCK

444-7500

HYDRAULICS, MP, 6FCN/8BNK, ST

450-8530

PT, 4WD/2WS, AUTOSHIFT, LTC

450-8627

CAB, DELUXE

450-8683

AIR CONDITIONER, T4

450-8715

STICK, EXTENDABLE, 16FT

450-8732

ENGINE, 86KW, C4.4 ACERT, T4F

450-8761

BATTERY, HEAVY DUTY

457-2797

WORKLIGHTS (8) HALOGEN LAMPS

491-6734

CUTTING EDGE, TWO PIECE

9R-5321

STABILIZER PADS, FLIP-OVER

9R-6007

**Description**

PACK, DOMESTIC TRUCK  
LANE 3 ORDER  
SERIALIZED TECHNICAL MEDIA KIT  
PRODUCT LINK, SATELLITE,PL631E  
SHIPPING/STORAGE PROTECTION  
RUST PREVENTATIVE APPLICATOR  
PARTS MANUAL

**Reference No**

0P-0210  
0P-9003  
421-8926  
447-0048  
461-6839  
462-1033

<b>NJPA MEMBER DISCOUNT</b>	<u>\$149,928.24</u>
<b>DEALER DISCRETIONARY DISCOUNT</b>	<u>-\$14,300.00</u>
	<u>-\$3,819.00</u>
<hr/>	
Sell Price	\$131,809.24
<b>Net Balance Due</b>	<b>\$131,809.24</b>
CA Tax (7.75%)	\$10,215.22
<b>After Tax Balance</b>	<b>\$142,024.46</b>
<hr/>	

**WARRANTY**

Standard Warranty: 12 Months Full Machine  
Extended Warranty: 60 Month / 2000 Hour Premier Warranty (\$9,404)

**F.O.B/TERMS**

Riverside Machine

**FINANCING**

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



46005  
Trailer



July 13, 2018

CITY OF CORONA  
FLEET SERVICES DIVISION  
760 PUBLIC SAFETY WAY  
CORONA  
California  
92880-2002

Attention: SCOTT BRIGGS

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

**MODEL:** NEW ZIEMAN 2725-A TRAILER

**STOCK NUMBER:** TBD      **SERIAL NUMBER:** TBD      **YEAR:** 2018

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Justin Usary  
Equipment Sales

**Quinn Company**

**MACHINE SPECIFICATIONS**

**Description**

NEW ZIEMAN 2725-A TRAILER  
Unit # TBD  
Serial # TBD  
Approximate Miles: 0

**\$22,417.00**

Spring Brakes  
LED Lights  
Open Bucket in B-Tail  
21ft Flat w/ 4' B-tail

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SELL PRICE	\$22,417.00
DOC FEE / DMV FEE	\$200.00
CA SALES TAX 7.75%	\$1,737.31
NET BALANCE DUE	\$24,354.31

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**LEAD TIME:**  
**6 WEEKS**

**F.O.B/TERMS**

Corona, CA

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

**Quinn Company**

expenses incident to such delay.

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

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

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

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

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

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

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

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

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

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

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

Initials: \_\_\_\_\_

45008  
Replacement



Quote 128065-01

July 13, 2018

**STREET DEPARTMENT**

CITY OF CORONA  
755 PUBLIC SAFETY WAY  
CORONA  
California  
92880

Attention: Scott Briggs

Dear Sir,

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

**NJPA #32515-CAT**

**CATERPILLAR INC. Model: 415F2 IL Backhoe Loader**

**STOCK NUMBER: TBD**

**SERIAL NUMBER: TBD**

**YEAR: 2018**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Justin Usary  
Machine Sales Representative

## CATERPILLAR INC. Model: 415F2 IL Backhoe Loader

### STANDARD EQUIPMENT

#### CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION  
OF A 415F2 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

#### BOOMS, STICKS AND LINKAGES

14'4" Center pivot excavator style  
backhoe with 2-lever control  
Boom transport lock  
Swing transport lock  
Street type stabilizer shoes  
Bucket level indicator  
Lift cylinder brace

Return-to-dig  
(automatic bucket positioner)  
Self-leveling loader with single lever  
control  
Transmission neutralizer switch  
Single Tilt Loader

#### POWERTRAIN

Cat C3.4B, 55KW (Net 68HP/51kW)  
- Direct Injection Turbo Charged Engine,  
- with ACERT technology.  
- US EPA Tier4 Final Emissions Compliant  
Water separator  
Thermal starting aid system  
A dry type axial seal air cleaner with  
- integral precleaner  
- automatic dust ejection system  
- filter condition indicator  
Hydraulically boosted multi-plate wet  
disk brake with  
- dual pedals and interlock

Differential lock  
Drive-line parking brake  
Torque converter  
Transmission-four speed synchro mesh inc  
- power shuttle  
- neutral safety switch  
Spin-on filters for  
- fuel  
- engine oil  
- transmission oil  
Outboard Planetary Rear Axles  
Diesel Particulate Filter

#### HYDRAULICS

Load sensing, variable flow system with  
- 35 gpm axial piston pump  
6 micron hydraulic filter  
O-ring face seal hydraulic fittings

Caterpillar XT-3 hose  
Hydraulic oil cooler  
Flow-Sharing Hydraulic Valves  
Hydraulic suction strainer

#### ELECTRICAL

12 volt electrical start  
150 ampere alternator  
Horn

Stop and tail lights  
Audible system fault alarm  
Key start/stop system

Backup alarm  
Hazard flashers/turn signals  
Halogen head lights (2)  
Halogen rear flood lights (2)

880 CCA maintenance free battery  
Battery disconnect switch  
External Power Receptacle (12v)  
Remote jump start connector

#### **OPERATOR ENVIRONMENT**

Lighted gauge group  
Interior rearview mirror  
Rear fenders  
ROPS canopy

2-inch retractable seat belt  
Hand and foot throttle  
Air suspension seat  
Coat Strap

#### **FLUIDS**

Antifreeze - Extended Life Coolant

-30C (-20F)

#### **OTHER STANDARD EQUIPMENT**

Hydrostatic power steering  
Standard Storage Box  
Transport tie-down points  
Ground line fill fuel tank with  
- 44 gallon capacity  
Rubber impact strips on radiator guards

Bumper  
CD-ROM Parts Manual  
Backhoe Safety Manual  
Operations and Maintenance Manual  
Lockable hood  
Tire Valve Stem Protection



**Customer**  
**City of Corona**

**NJPA #032515-CAT**

**Date**  
**7-13-18**

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
415F2IL BHL ST(C3.4)TIER 4 HRC	462-5265
HYDRAULICS, MP, 3FCN/5BNK	462-5274
PRODUCT LINK, SATELLITE,PL631E	447-0048
CAB, STANDARD, A/C	462-5276
SEAT BELT, 3" SUSPENSION	206-1748
TIRES,12.5 80/16.9-24, GY/TI	464-9639
COUNTERWEIGHT, 530 LBS	337-9695
HITCH 3 POINT	462-5281
BUCKET-MP, 1.3 CYD	337-7436
CUTTING EDGE, TWO PIECE	9R-5321
INSTRUCTIONS ANSI	462-7172
SERIALIZED TECHNICAL MEDIA KIT	421-8926
KIT, DUAL TILT CYLINDER	470-5247
FAN, STANDARD CAB/ CANOPY	454-6610
SECURITY SYSTEM, KEYPAD	387-6570
BATTERY, HEAVY DUTY	457-2797
COUNTERWEIGHT, 198 LBS	463-6939
BOX, BLADE/SCARIFIER	461-9717
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
RIDE CONTROL	523-4442
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
LANE 3 ORDER	0P-9003
PARTS MANUAL	

<b>NJPA MEMBER DISCOUNT</b>	<u>\$102,887.77</u>
<b>DEALER DISCRETIONARY DISCOUNT</b>	<u>-\$9,760.00</u>
	<u>-\$2,608.00</u>
<hr/>	
Sell Price	\$90,520.77
<b>Net Balance Due</b>	<b>\$90,520.77</b>
CA Tax (7.75%)	\$7,015.36
<b>After Tax Balance</b>	<b>\$97,536.13</b>
<hr/>	

**WARRANTY**

Standard Warranty: 12 Months Full Machine  
Extended Warranty: 60 Months / 2000 Hour Premier Warranty

**F.O.B/TERMS**

Riverside Machine

**FINANCING**

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

55014  
Replacement



Quote 128063-01

July 13, 2018

**WATER DEPARTMENT**

CITY OF CORONA  
755 PUBLIC SAFETY WAY  
CORONA  
California  
92880

Attention: Scott Briggs

Dear Sir,

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

**NJPA #32515-CAT**

**CATERPILLAR INC. Model: 430F2 HRC Backhoe Loader**

**STOCK NUMBER: TBD**

**SERIAL NUMBER: TBD**

**YEAR: 2018**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Justin Usary  
Machine Sales Representative

**CATERPILLAR INC. Model: 430F2 HRC Backhoe Loader**

**STANDARD EQUIPMENT**

**CONSIST NOTE**

THIS LISTING IS A GENERAL DESCRIPTION  
OF A 430F2 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

**BOOMS, STICKS AND LINKAGES**

15' Center pivot excavator style  
backhoe  
Pilot operated joystick hydraulic  
controls with pattern changer valve  
Pilot operated stabilizer controls  
Boom transport lock  
Swing transport lock  
Street pads stabilizer shoes  
Anti-drift hydraulics

(Boom, Stick and E-Stick)  
Cat Cushion Swing(tm) system  
Bucket level indicator  
Lift cylinder brace  
Return-to-dig (auto bucket positioner)  
Self-leveling loader with single lever  
control  
Transmission neutralizer switch  
Single Tilt Loader

**POWERTRAIN**

Cat C4.4, 86kW (Net 108 HP/81kW)  
Direct Injection Turbo Charged Engine,  
with ACERT technology.  
US EPA Tier4 Final Emissions Compliant  
with Selective Catalytic Reduction(SCR)  
Water separator with service indicator  
Thermal starting aid system  
Eco mode  
A dry-type axial seal air cleaner with  
integral precleaner, automatic dust  
ejection system and filter condition  
indicator  
Hydraulically boosted multi-plate wet

disk brake with dual pedals and interlock  
Differential lock  
Drive-line parking brake  
High Ambient Cooling Package  
Torque converter  
Transmission--four speed synchro mesh  
with power shuttle and neutral safety  
switch  
Spin-on fuel, engine oil and transmission  
oil filters  
Outboard planetary rear axles  
Open Circuit Breather

**HYDRAULICS**

Load sensing, variable flow system  
with 43 gpm axial piston pump  
6 micron hydraulic filter  
O-ring face seal hydraulic fittings  
Caterpillar XT-3 hose

Hydraulic oil cooler  
Pilot control shutoff switch  
PPPC, Flow-sharing hydraulic valves  
Hydraulic suction strainer

**ELECTRICAL**

12 volt electrical start  
150 ampere alternator  
Horn and Backup Alarm  
Hazard flashers/turn signals  
Halogen head lights (4)  
Halogen rear flood lights (4)  
Stop and tail lights  
Audible system fault alarm

Key start/stop system  
880 CCA maintenance free battery  
Battery disconnect switch  
External/internal power receptacles(12v)  
Diagnostic ports for engine and machine  
Electronic Control Modules  
Remote jump start connector

#### **OPERATOR ENVIRONMENT**

Lighted gauge group  
Interior rearview mirror  
Rear fenders  
ROPS canopy  
2-inch retractable seat belt  
Tilt steering column  
Steering knob

Hand and foot throttle  
Automatic Engine Speed Control  
One Touch Low Idle  
Floor mat and Coat Strap  
Lockable storage area  
Air suspension seat

#### **OTHER STANDARD EQUIPMENT**

Hydrostatic power steering  
Standard Storage Box  
Transport tie-downs  
Ground line fill fuel tank with 44  
gallon capacity  
Ground line fill diesel exhaust fluid  
tank with 5 gallon capacity  
Rubber impact strips on radiator guards

Bumper  
CD-ROM Parts Manual  
Backhoe Safety Manual  
Operations and Maintenance Manual  
Lockable hood  
Tire Valve Stem Protection  
Long Life Coolant -30C (-20F)  
Padlocks (2 on ST, 3 on IT)

**Customer**  
**City of Corona**

**NJPA #032515-CAT**

**Date**  
**7-13-18**

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
430F2 BHL ST, TIER 4, HRC	450-8452
430F2 BHL ST, TIER 4, HRC	450-8452
PINS, BUCKET, BHL-F, 45MM-50MM	178-3593
SEAT BELT, 3" SUSPENSION	206-1748
BEACON, MAGNETIC MOUNT	211-4292
BUCKET-HD, 18", 4.2 CFT	219-3386
BUCKET-HD, 24", 6.2 CFT	219-3387
BUCKET-HD, 36", 10.3 CFT	219-3389
BUCKET-HD, 12", 2.8 CFT	219-3411
THUMB, TINE, A 4	221-4285
PLATE GROUP - BOOM WEAR	270-3204
TIRES, 12.5 80-18/21L-24, FS	282-3855
THUMB, HYDRAULIC ARR, W/O TINE	282-5409
BUCKET-MP, 1.3 CYD	337-7436
COUNTERWEIGHT, 1015 LBS	337-9696
BRACKET, BHL 45-50MM, XL	394-4922
RIDE CONTROL	398-2681
LINES, COMBINED AUX, E-STICK	398-2855
RADIO READY HEADLINER, CANOPY	398-2875
LINES, H95, BHL 450	399-4321
INSTRUCTIONS, ANSI	430-9944
SEAT, DELUXE FABRIC	433-4806
COUPLER, PG, MANUAL, DUAL LOCK	444-7500
HYDRAULICS, MP, 6FCN/8BNK, ST	450-8530
PT, 4WD/2WS, AUTOSHIFT, LTC	450-8627
CAB, DELUXE	450-8683
AIR CONDITIONER, T4	450-8715
STICK, EXTENDABLE, 16FT	450-8732
ENGINE, 86KW, C4.4 ACERT, T4F	450-8761
BATTERY, HEAVY DUTY	457-2797
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
HAMMER, H95ES	551-4955 \$24,287.25
CUTTING EDGE, TWO PIECE	9R-5321

Description	Reference No
STABILIZER PADS, FLIP-OVER	9R-6007
PACK, DOMESTIC TRUCK	0P-0210
LANE 3 ORDER	0P-9003
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PRODUCT LINK, SATELLITE,PL631E	447-0048
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
PARTS MANUAL	



<b>NJPA MEMBER DISCOUNT</b>	<u>\$174,194.69</u>
<b>DEALER DISCRETIONARY DISCOUNT</b>	<b>-\$16,817.00</b>
	<b>-\$4,490.00</b>

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Sell Price	\$152,887.69
<b>Net Balance Due</b>	<b>\$152,887.69</b>
CA Tax (7.75%)	\$11,848.80
<b>After Tax Balance</b>	<b>\$164,736.48</b>

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**WARRANTY**

Standard Warranty: 12 Months Full Machine  
Extended Warranty: 60 Month / 2000 Hour Premier Warranty

**F.O.B/TERMS**

Riverside Machine

**FINANCING**

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

55014  
Trailer



July 13, 2018

CITY OF CORONA  
FLEET SERVICES DIVISION  
760 PUBLIC SAFETY WAY  
CORONA  
California  
92880-2002

Attention: SCOTT BRIGGS

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

**MODEL:** NEW ZIEMAN 2725-A TRAILER

**STOCK NUMBER:** TBD      **SERIAL NUMBER:** TBD      **YEAR:** 2018

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Justin Usary  
Equipment Sales

**Quinn Company**

**MACHINE SPECIFICATIONS**

**Description**

NEW ZIEMAN 2725-A TRAILER	\$22,417.00
Unit # TBD	
Serial # TBD	
Approximate Miles: 0	

Spring Brakes  
LED Lights  
Open Bucket in B-Tail  
21ft Flat w/ 4' B-tail

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SELL PRICE	\$22,417.00
DOC FEE / DMV FEE	\$200.00
CA SALES TAX 7.75%	\$1,737.31
NET BALANCE DUE	\$24,354.31

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**LEAD TIME:**  
**6 WEEKS**

**F.O.B/TERMS**

Corona, CA

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

**Quinn Company**

expenses incident to such delay.

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

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

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

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

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

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

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

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

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

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

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

Initials: \_\_\_\_\_

JAN. 2007

**ZIEMAN MODEL 2725 - BEAVERTAIL, RAMP TRAILER  
TAGALONG - DECK OVER WHEELS**

**G.V.W.R.:** 44,320 lbs. at 55 M.P.H.

**PAYLOAD CAPACITY:** 35,120 lbs. at 55 M.P.H. \*\*

**TRAILER WEIGHT:** 9,200 lbs.

**HITCH WEIGHT:** 8,000 lbs. required at Maximum payload capacity. Any reduction of the payload ~~below the maximum will reduce the required~~ hitch weight accordingly.

**OVERALL LENGTH:** 34 feet 2 inches. (including ramp overhang)

**OVERALL WIDTH:** 102 inches.

**TONGUE LENGTH:** 7 feet 3 inches.

**DECK LENGTH:** 25 feet. (including Beavertail)

**BEAVERTAIL LENGTH:** 48 inches. (center part of beavertail is opened for bucket storage).

**DECK WIDTH:** 102 inches.

**DECK HEIGHT:** 36 1/2 inches (loaded).

**HITCH HEIGHT:** 22" to 31" adjustable in 2 1/4" steps.

**CLIMB ANGLE:** Ramp = 16.0 degrees (28.7%)  
Beavertail = 15.2 degrees (27.1%)

**RAMPS:** SPRING ASSISTED Steel, 64" long x 21.5" wide. Ramp spacing is adjustable from 96 1/2" outside to outside to 51" inside to inside. Ramp surfaces are inverted angles for traction. Stabilizer legs are part of ramps. Ramps are in vertical position when transporting.

**DECKING:** Wood, 2" x 12" Apitong.

**HITCH:** Alloy steel Lunette with 3" I.D. eye. Attached to a drilled plate with four 3/4" diameter grade 8 bolts and grade C locknuts.

**AXLES:** Two 22,500 lb. rated each. 5" O.D. x .440" wall tube with oil hubs.

**ZIEMAN MODEL 2725 CONT.**

**BRAKES:** Standard: 12.25" x 7.5" S-cam straight air drum brakes on all wheels. Anti-lock brake system, 2S/1M. Optional: Spring-applied emergency/park system. All include emergency breakaway protection.

**TIRES:** Eight 215/75R17.5 (H), Tubeless Radials.

**WHEELS:** Eight 17.5 x 6.75 DC, steel disc with 8 lugs on a 8-3/4" diameter bolt circle.

**SUSPENSION:** H9700 Tandem two-leaf slipper springs with load equalizers. 44,800 lb. rating.

**TONGUE JACK:** DROP-LEG, two speed crank type with 25,000 lb. rating.

**TOOL BOX:** 14 Ga. steel, 10" high x 15" wide x 24" long, mounted on tongue.

**TIE DOWN RINGS:** Four D-rings per side. 1" diameter stock.

**SAFETY CHAIN:** Two 1/2" High Test chains (Grade 70) with safety hooks. Crossover type.

**ELECTRICAL PLUG:** A.T.A. standard 7-way.

**LIGHTING:** L.E.D., 12 volt, to D.O.T. standards.

**COLOR:** Zieman Powder Coat Black

**STRUCTURAL:** Constructed of A-36 Structural Grade steel and engineered to exceed the rated capacity.

Deck Main Rails: 14" x 26 lb. I-beams  
Deck Side Rails: 8" x 11.5 lb. channels  
Cross members: 6" x 8.2 lb. channels  
Tongue Rails: Continuation of the Main Rails.  
Cross members are pierced through the Main Rails.

**\*\* Trailer capacity may be above legal limit in some jurisdiction.**