

**SAN DIEGO UNIFIED PORT DISTRICT
PURCHASE AGREEMENT
FOR
TELEHANDLER (EXTENDED REACH FORKLIFT)**

Purchase Agreement No. 77-2022MA

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and HAWTHORNE MACHINERY CO., A California Corporation (Vendor).

The parties agree:

1. SPECIFICATIONS AND COST:

(a) Specifications and Cost for one (1) Caterpillar Telehandler (Extended Reach Forklift) are attached as Attachment A, Specifications and Cost, and Vendor understands the meaning, intent and requirements contained therein.

(b) Vendor agrees to furnish the materials to the District by the delivery date specified in strict conformity with the specifications therefore, for the prices quoted and in accordance with conditions herein.

2. RECEIPT OF GOODS:

The goods will be deemed received by District when delivered to District at 1400 Tidelands Avenue, National City, CA 91950, which shall hereinafter be referred to as the "Place of Delivery."

3. RIGHT OF INSPECTION:

District will have the right to inspect and accept or reject the goods when received at the Place of Delivery, and the right, within ten (10) business days after receipt, to give notice to Vendor of any claim for damages on account of the condition, quality, or grade of the goods. The District retains the right to inspect and accept or reject any goods to be delivered to a bailee, as if such were delivered to the District itself, and in such instance, Vendor will tender to District a valid and adequate negotiable document of title covering the goods or written acknowledgement from the bailee of the District's right to possession of the goods. Any attempt by District to correct any of the goods delivered in a defective or non-working condition will not constitute an acceptance of such goods where such efforts are commercially reasonable in extent and cost, and District may subsequently revoke its acceptance and reject the goods where the attempt to correct such defect has proved unsuccessful.

4. REJECTED GOODS:

On receipt of notification of rejection of goods, Vendor will immediately arrange to receive back the rejected goods at Vendor's expense, and [Parties to initial clause below]:

<u>GP</u> Vendor	_____ District	Ship conforming goods within ten (10) business days of notice of rejection, unless District notifies Vendor to forego such shipment in its notification of rejection of goods.
---------------------	-------------------	--

5. RISK OF LOSS:

The risk of loss from any casualty to the goods, regardless of the cause, will be on Vendor up to the time of receipt of the goods by District at the Place of Delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such

risk will be on District, including any goods thereafter returned to Vendor until their receipt by Vendor.

6. **TRADE NAMES:**

Certain materials may be designated in the specifications by a trade name or the name of a manufacturer. Materials which are "an equal" item of equal quality and the required characteristics for the purpose intended will be permitted.

7. **DELIVERY:**

(a) Delivery of goods shall be made no later than May 31, 2023, unless District provides written authorization for a later delivery date. Delivery of goods shall be coordinated between District and Vendor.

(b) Vendor shall not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God or any other causes beyond control of vendor, provided a written extension of time to make delivery is obtained from the Executive Director of District or authorized designee.

(c) Vendor shall comply with Vehicle and Equipment Delivery Instructions, attached to this Purchase Agreement as Attachment B.

8. **FIRM PRICES:**

Prices of a bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation the maximum limit shall be shown. If no limit is set to this escalation, the bid shall be rejected. In the event of a decline in market price(s) below the price(s) bid, District shall receive the benefit of such decline.

9. **ROYALTIES AND PATENTS:**

The successful vendor shall pay all royalties and patent fees. Said Vendor shall defend all suits and claims for infringements of any patent rights and shall save District harmless from loss on account thereof, including reasonable attorney's fees.

10. **TAXES:**

District shall furnish Exemption Certificates for Federal Excise Tax. District shall pay the State, City and County Sales Taxes. However, sales tax is to be added by the Vendor to the net amount invoiced.

11. **ASSIGNMENT:**

No assignment by either party of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, will be binding upon the other party until its written consent has been obtained.

12. **CALIFORNIA LAW:**

The validity, construction, and interpretation of this bid and any Agreement shall be governed by the laws of the State of California.

13. **PAYMENT:**

Payment for the materials shall be made for materials which shall be due and payable only upon acceptance by the District after the materials have been delivered and inspected and tested for compliance with the specifications.

14. ANTITRUST CLAIMS:

These provisions are included in this Agreement as required by California Government Code Section 4550 et seq: In submitting a bid to the District, the Vendor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials or services by the Vendor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the vendor, without further acknowledgment by the parties.

15. VENDOR'S WARRANTIES:

In addition to any manufacturer's warranties associated or provided with the goods, copies of which shall be delivered by Vendor with the goods and their incorporation herein shall be deemed made by this reference, without attachment, as though fully set forth herein, Vendor expressly warrants that the goods are fit for the purpose to which Buyer desires the goods to be used (new and unused goods).

Furthermore, the parties intend that the provisions of Division 2 of the California Uniform Commercial Code ("CUCC") will apply to this Section, except where this Contract may expressly provide otherwise, and thereby Vendor intends all implied warranties there under, without limitation by reference herein, to apply to this Contract, including, but not limited to: (i) a warranty that the goods are now free, and at the time of delivery will be free, from any security interest or other lien or encumbrance, (ii) a warranty that at the time of signing the Contract, Vendor neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the goods, (iii) a warranty that the goods are of merchantable quality, and (iv) a warranty that the goods are fit for the purpose to which Buyer desires the goods to be used.

16. INDEMNIFICATION:

Vendor agrees to indemnify, defend and hold harmless District, its officers, agents, and employees, from and against any and all claims, liabilities, damages, demands, losses, costs, and expenses including reasonable attorney's fees arising directly or indirectly out of the obligations of this Agreement, except claims arising through the sole negligence or willful misconduct of the District.

17. COMPLIANCE WITH LAWS:

The Parties will comply with all applicable governmental laws, regulations, orders, and other rules of duly constituted authorities.

18. TERMINATION:

The District also reserves the right, at any time prior to delivery and acceptance of the goods and after delivery of written notice to Vendor at the above address or fax number, to terminate this Agreement, with or without cause, even though there has not been any act or omission sufficient to constitute an anticipated or actual breach of the Agreement or of any implied warranty. Termination of this Agreement in accordance with the section will serve to release both Parties from any further obligations hereunder, including but not limited to delivery of and payment for the goods.

19. NOTICES:

All notices and other communications required or authorized under this Agreement will be given in writing by: (i) personal delivery, (ii) registered mail or overnight express delivery service or (iii) email. Each party will advise the other promptly of any change in its address. It is an express condition of this Agreement that this contract shall not be complete or effective until signed by the Executive Director or designee on behalf of the District.

VENDOR:HAWTHORNE MACHINERY CO.

Vendor's Legal Entity Listing (DBA, etc)

Gus PeñaJul 20, 2022

Vendor's Signature

Date

Gus Peña, Machine Sales Representative

Signatory's Printed Name, Title

SAN DIEGO UNIFIED PORT DISTRICT:Marcus J. Cromartie, Director, General Services

Printed Name, Title

SignatureDate**APPROVED AS TO FORM AND LEGALITY:**

General Counsel

By: Assistant/DeputyDate

ATTACHMENT A SPECIFICATIONS AND COST



DATE: 6/17/2022

 Prepared by:
 Gustavo Pena
 760-801-0576

 Quote Prepared for **SAN DIEGO UNIFIED PORT DISTRICT**
 Sourcewell Member # 54379 For Contract #032119-CAT
 Valid Through **DECEMBER OF 2022**

REF TL1055

Machine		
Item #	Description	List Price
604-6114	TL1055 05A TELEHANDLER CFG1	287,858.82
464-8002	TIRES, 400/75-28, FS, MH, FOAM	8,141.18
605-4217	HEATER + AIR CONDITIONER, HRC	7,494.12
605-3053	CAB, ENCLOSED, HRC	6,258.82
479-4531	MONITOR, ADVANCED DISPLAY	3,247.06
510-4756	REVERSING, SENSOR, USA	2,676.47
474-9146	LIGHTS, ROADING, RH	2,400.00
566-6803	WORKLIGHTS,LED, A/C COMPATIBLE	2,176.47
474-6070	BOOM BRUSH	1,511.76
474-4122	ELECTRICAL HARNESS, COUPLER	929.41
471-6158	WASHER/WIPER, REAR	578.82
474-9845	REVERSING, CAMERA	574.12
501-3004	PRODUCT LINK READY, A/C	371.76
470-0859	BELT, SEAT, 3"	192.94
479-6044	LOCKS, SET OF FOUR	191.76
477-1403	SUN SCREEN, ROOF	178.82
553-9349	WINDOW,REAR, EXT RELEASE, ANSI	155.29
472-7832	LEVER, MANUAL, FNR/WIPERS/IND	0.00
485-3311	ALARM, BACK-UP, STANDARD	0.00
0P-9003	LANE 3 ORDER	0.00
605-1121	PREPARATION PACK, AM-N	0.00
487-9822	STEERING, STANDARD	0.00
561-9090	RIDE CONTROL, NONE	0.00
474-9111	CLIMATE PK, STD, SGL BATTERY	0.00
0P-3714	PACK, ROLL ON/ROLL OFF, TL	0.00
603-4735	LOAD CHART, ANSI, TL1055	0.00
0G-0507	TL1055 NORTH AMERICAN ORDER	0.00
472-7789	INSTRUCTIONS, ANSI	0.00
602-4694	MANUAL, O&M, ENGLISH	0.00

Machine Total		324,937.65
Sourcewell Machine Discount	24%	-77,985.04
Machine Total		246,952.61

Machine Attachments		
	Description	List Price
555-1351	CARRIAGE, HYD FRK POSN, 72"	11,209.41
550-9930	FORK, PALLET, 2.36 X 5 X 60 X 2	2,484.71
474-7327	COUPLER, HYDRAULIC, IT	6,341.18
550-9000	WHEEL CHOCK	304.71

Attachment Total		20,340.00
Sourcewell Attachment Discount	15%	-3,051.00
Attachment Total		17,289.00

Warranty		
	Description	List Price
	36MO/ 3,000 HR POWERTRAIN+ HYD+ TECH	3,025.00

Warranty Total	3,025.00
----------------	----------

Machine Preparation		
	Description	
	Pre Delivery Inspection	1,500.00
	Freight to San Diego County	500.00

PreparationTotal	2,000.00
------------------	----------

Total	\$269,266.61
Sales Tax 8.75%	\$23,560.83
Grand Total	\$292,827.44



Cat®
TL1055
TELEHANDLER

Specifications

Engine

Model*	Cat® C3.6L	
Gross Power (Basic)	100 kW	134 hp

*Meets U.S. EPA Tier 4 Final emission standards.

Operating Specifications

Maximum Rated Load Capacity	4536 kg	10,000 lb
Maximum Lift Height (o/r Down)	16.7 m	54.9 ft
Maximum Forward Reach	12.8 m	42 ft
Frame Leveling	10°	
Top Travel Speed	33.8 km/h	21 mph
Capacity at Maximum Height (o/r Down)	2268 kg	5,000 lb
Capacity at Maximum Reach (o/r Down)	1134 kg	2,500 lb
Turning Radius over Tires	4.3 m	14.1 ft
Drawbar Pull – Loaded	117.9 kN	26,510 lbf
Operating Weight	14 379 kg	31,700 lb

Hydraulic System

Variable displacement load sensing axial piston pump		
Auxiliary Hydraulic Pressure	228 bar	3,307 psi
Auxiliary Hydraulic Flow	95 L/min	25 gal/min

Service Refill Capacities

Fuel Tank	145 L	38 gal
Diesel Exhaust Fluid (DEF) Tank	21.5 L	5.7 gal
Hydraulic System	185 L	49 gal

Axles and Brakes

- Trunnion mounted planetary 55-degree steer axles
- High bias limited slip differential on front axle
- Service brakes: Inboard wet disc brakes on front and rear axles
- Parking Brakes: Wet disc, spring applied hydraulic release on front axle

Transmission Speeds

Forward/Reverse	4 Speeds/3 Speeds
-----------------	-------------------

Tires

Standard	400/75-28 Duraforce Air
Optional	400/75-28 Duraforce Foam
	360/85-28 Telemaster Solid
	14.00-24 16PR Air
	14.00-24 12PR Foam
	400/75-28 Non-Marking Air
	400/75-28 Non-Marking Foam

Boom Performance

Boom Up/Boom Down	15.0 Seconds/13.0 Seconds
Tele In/Tele Out	15.3 Seconds/19.7 Seconds

Optional Work Tool Attachments

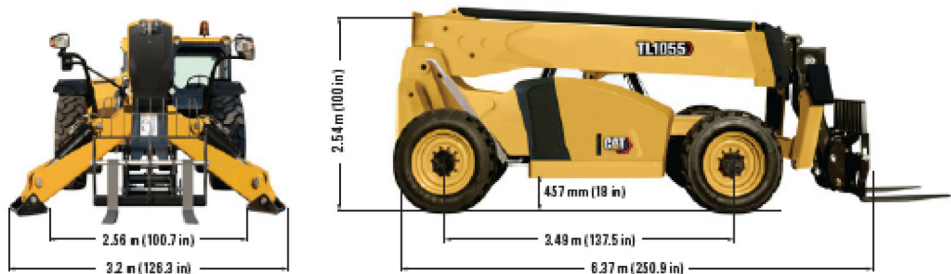
Hydraulic IT Coupler		
Carriages		
Standard Tilt	1270 mm	50 in
	1524 mm	60 in
	1829 mm	72 in
Side Tilt	1270 mm	50 in
	1829 mm	72 in
	1270 mm	50 in
Side Shift	1270 mm	50 in
Swing, 100°	1829 mm	72 in
Dual Hydraulic		
Fork Positioner	1270 mm	50 in
	1829 mm	72 in
Forks		
Pallet	1220 mm	48 in
	1525 mm	60 in
	1829 mm	72 in
Lumber	1525 mm	60 in
	Block/Cubing	1220 mm
Fork Extensions*	1220 mm	48 in
	2286 mm	90 in
Buckets		
General Purpose	1.0 m³	1.3 yd³
	1.5 m³	2.0 yd³
Multi Purpose	1.0 m³	1.3 yd³
	Grapple	1.3 m³
Material		
Handling Arm	Adjustable 2-4 m	Adjustable 6.7-13.2 ft
Truss Booms	3.7 m	12 ft
	4.6 m	15 ft
Truss with Winch	0.9 m	3 ft
	3.7 m	12 ft
Fork Mounted		
Work Platform	1220 mm × 2438 mm	4 ft × 8 ft
Truss Boom	Adjustable 2.1-3.6 m	Adjustable 7-12 ft
Lifting Hook		
Trash Hopper		

*For use with 1525 mm (60 in) forks or larger

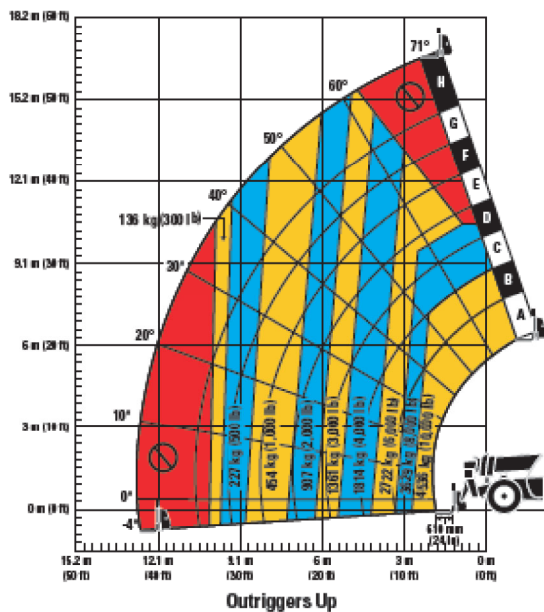
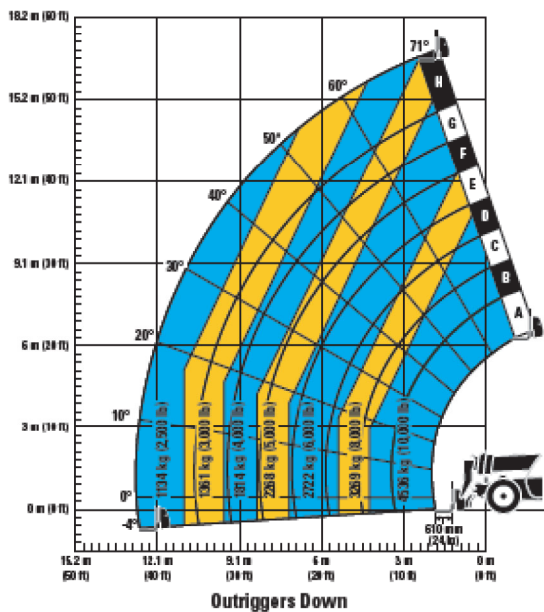


TL1055 Telehandler

Dimensions (All dimensions are approximate.)



Load Chart and Dimensions



IMPORTANT

Rated lift capacities shown are with machine equipped with carriage and pallet forks. The machine must be level on a firm surface with undamaged, properly inflated tires. Machine specifications and stability are based on rated lift capacities at specific boom angles and boom lengths. (If specifications are critical, the proposed application should be discussed with your dealer.)

DO NOT exceed rated lift capacity loads, as unstable and dangerous machine conditions will result.
DO NOT tip the machine forward to determine the allowable load.
Use only approved attachments with proper material handler model/attachment load capacity charts displayed in the operator's cab.

Due to continuous product improvements, machine specifications and/or equipment changes may be made without prior notification. This machine meets or exceeds ANSI/ITSDF B56.6-2016 as originally manufactured for intended applications.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

© 2021 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8365 (03-2021)
(N Am)



ATTACHMENT B**SAN DIEGO UNIFIED PORT DISTRICT
VEHICLE AND EQUIPMENT DELIVERY INSTRUCTIONS**

Vehicles and equipment will be accepted by scheduled deliveries only. Deliveries may be scheduled by contacting the San Diego Unified Port District's Materiel Support & Management Center at **619-686-6337** between the hours of 7:30a.m. and 3:30 p.m. a minimum of 48 hours before proposed delivery. Monday through Thursday except on Port District Holidays.

A dealer's representative or legal agent must accompany all vehicles or equipment delivered to the San Diego Unified Port District (District). Vehicles or equipment arriving without a dealer's representative or legal agent present will not be accepted nor offloaded on District property. The dealer's representative or legal agent must be in possession of all documents required for the dealer to effect registration of the vehicle or equipment with the Department of Motor Vehicles. The District is an exempt agency identified as an "Other Political Subdivision" for the purposes of DMV registration.

Vehicles or equipment scheduled for delivery must include all equipment, components, modifications, manuals, keys, and other items specified in the bid specifications provided by the District Procurement Department. A Due Bill may or may not be accepted at the discretion of the District in lieu of an item excluded during delivery.

All vehicles and equipment delivered to the District will be subject to a complete technical inspection by the District's automotive equipment mechanics prior to acceptance. The District fleet equipment manager or appointed representative will conduct an inspection for paint damage and appropriate paint application in conjunction with the technical inspection. The District will use up to ten (10) working days to complete these inspections. The inspections are to ensure compliance with the bid specifications provided by the District at the time the order is placed, or to ensure compliance with any prescribed amendments to the original purchase agreement and/or purchase order. If any discrepancies are found, the vendor will be notified and requested to correct the discrepancies. When the vehicle or equipment has met all of the specifications, it will then be accepted and processed for payment.