



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
7012EC10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 C. I. WALKER MACHINERY CO.  
 P.O. Box 2427  
 CHARLESTON, WV 25329

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/02/2012				

BID OPENING DATE: 06/06/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		975-66	\$124,097. <sup>00</sup>	\$1,240,970
HYDRAULIC TRACK EXCAVATOR  OPEN-END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH GALVANIZED STEEL GRID DECK WITH ACCESSORIES PER THE ATTACHED SPECIFICATIONS.  MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 05/24/2012 AT 10:30 A.M. IN THE CONFERENCE ROOM OF THE PURCHASING DIVISION OFFICES LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE						

RECEIVED  
 2012 JUN 27 PM 1:15  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Mark I. Com</i>	TELEPHONE (304) 543-5406	DATE 6/25/12	
TITLE SALES REPRESENTATIVE	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 304-558-2402

VENDOR

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 ROUTE 33  
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05/02/2012				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR PHONE AND FAX NUMBERS.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 05/30/12 AT THE CLOSE OF BUSINESS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark J. Con...</i>	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE Sales Representative	FEIN 55-0352047	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cummings</i>	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE Sales Rep.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012          EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88          EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cummings</i>	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE Sales Rep.	FEIN 35-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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VENDOR

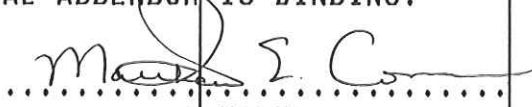
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 TYPE NAME/ADDRESS HERE

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LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: 7012EC10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .. ✓ .....						
NO. 2 .. ✓ .....						
NO. 3 .. ✓ .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 ..... SIGNATURE ..... C. I. WALKER MACHINERY Co.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE SALES REP.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				COMPANY		
				..... 6/25/12 .....		
				DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:		ALAN CUMMINGS - FILE 33				
RFQ. NO.:		7012EC10				
BID OPENING DATE:		06/06/2012				
BID OPENING TIME:		1:30 P.M.				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cummings</i>	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE SALES REP.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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 ALAN CUMMINGS  
 304-558-2402

RFQ COPY  
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DIVISION OF HIGHWAYS  
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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 759-6404 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Matthew E. Conner -----  ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.  ***** THIS IS THE END OF RFQ 7012EC10 ***** TOTAL: \$1,240,970						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew E. Conner</i>	TELEPHONE (304) 543-5406	DATE 6/05/12
TITLE SALES REP.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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HYDRAULIC TRACK EXCAVATOR  
SPECIFICATIONS 310-1-E

RFQ 7012EC10

**I. PURPOSE AND SCOPE:**

The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Hydraulic Track Excavators.

**II. DEFINITIONS:**

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means West Virginia Division of Highways
2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Desired Items as specified herein.
3. "Desired Item" or "Desired Items" means the list of items identified in Section III, Subsection 1 below.
4. "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
6. "RFQ" means the official RFQ published by the Purchasing Division and identified as RFQ 7012EC10.
7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
8. "Vendor" or "Vendors" means the successful bidder(s).

**III. GENERAL REQUIREMENTS**

1. **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below. Desired Items must meet or exceed the mandatory requirements as shown in Exhibit A.
  - a. Shall be Kobelco SK135SR or equal

**IV. CONTRACT AWARD**

1. **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Desired Item listed above. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Pages.

2. **Pricing Pages:** Vendor should complete the Pricing Pages by completing the Make/Model, quoting the price, and signing that you can comply with all mandatory specifications. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Desired Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors as its discretion. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation, The Pricing Pages were created a Microsoft Excel document and Vendor can request an electronic copy for bid purposes on Purchasing's website [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase).

## **V. ORDERING AND PAYMENT**

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## **VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard orders within 90 working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:
  - (a) Cancellation of the Contract, and
  - (b) Obtaining the Desired Item from a third party.

Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.

3. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's<sup>10</sup> location: West Virginia Division of Highways, Equipment Division, Route 33 and Brushy Fork Road, Buckhannon, West Virginia. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
4. **Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse agency for delivery expenses. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

## VII. MISCELLANEOUS

1. **No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
5. **Mandatory Requirements:** The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
6. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provisions of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

## EXHIBIT A

VIII. SPECIFICATIONS:

Hydraulic Track Excavator to meet or exceed the following specifications:

## 1. Mandatory Specifications

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ.

Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference.

**The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest.**

**Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified.**

**Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

2. Vendor shall deliver standard orders within 90 working days after orders are received.
3. A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.
4. Vendor shall deliver emergency orders within one (1) working day after orders are received.
5. Standard order delivery shall be F.O.B. destination to the Agency's location: West Virginia Division of Highways, Equipment Division, Route 33 and Brushy Fork Road, Buckhannon, West Virginia
6. The unit specified herein and offered to be manufactured after January 1, 2012 and be clearly identified and marked with date of manufacture.
7. Operating and Service Manuals and Parts Lists

**An operator's manual must be included with each unit upon delivery.**

**A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire must be with pilot unit upon delivery.**

There must be 12 service/shop/maintenance manuals; ten for the ten (10) Districts and two (2) for Equipment Division. Also must be 14 parts manuals; ten (10) for the ten (10) districts and four (4) for the Equipment Division. CD ROM is preferred in lieu of parts manuals.

Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

**8. Training:**

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training.

In order to keep operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of pilot.

Seminar to be held at W. Va. Division of Highways, Equipment Division, Buckhannon, WV

**9. Preventative Maintenance and Operator Procedures:**

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routing maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e. videos, projectors, etc. required in conducting the training.

**10. Warranty and Service Policy:**

The unit must be accompanied upon delivery by the unit's manufacturers executed warranty or service policy.

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty regardless of hours and excluding abuse and normal wear items is required for this unit.

The Warranty and Service Policy Questionnaire must be completed in its entirety and submitted with your bid package.

13 11. Unspecified Accessories & Features

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished.

All standard safety features, required by Federal and State Law, shall be included.

12. ✓ Operating weight shall be minimum 28,000 pounds and maximum of 33,000 pounds including fuel, thumb, and bucket attached.

13. ✓ Engine shall be 84 horsepower minimum; turbocharged diesel Tier 4 *at ne*

✓ Pressurized liquid cooling system with thermostat, filled with manufacturer's approved extended life permanent type anti-freeze that provides freeze protection to at least -30 degrees F.

✓ Air cleaner, double element with auto dust evacuation.

✓ Fuel filtering system shall be manufacturer's heaviest duty available.

Dust proof net for radiator and oil cooler should be provided.

✓ Manufacturer's heaviest duty electrical system shall be provided.

14. Hydraulic System:

✓ Hydraulic system to maintain manufacturer's recommended safe oil temperature within recommended operating range during continuous operation under maximum working combinations.

✓ System to have manufacturer's heaviest variable capacity piston type pumps with load sensing for maximum efficiency.

✓ Boom length shall be minimum 15 feet and should be controlled by two (2) hydraulic cylinders.

✓ Arm length shall be minimum 8 feet and should be controlled by one (1) hydraulic cylinder and equipped with multi function hydraulics with piping to the end of arm with foot controls. And shall include shut off valve at end of piping.

- ✓ Unit shall be equipped with a hydraulic thumb minimum of 18 inches x 46 inches.
  - ✓ Tine thickness of thumb to be 1 inch with a pin diameter of approximately 2 inches.
  - ✓ Bucket to be approximately 0.60 cubic yard capacity, shall be with teeth and side cutters and controlled by one (1) hydraulic cylinder.
  - ✓ Drive shall be hydrostatic design with independent track control.
  - ✓ Wet multiple disk brakes that automatically release while propelling and apply when stationary.
  - ✓ Unit swing shall be capable of 360 degrees.
  - ✓ Swing speed should be approximately 10 R.P.M. *11.5 R.P.M*
  - ✓ Swing brake shall be SAHR for safety.
  - ✓ Unit shall be joystick controlled with a minimum of one (1) additional actuator for auxiliary hydraulics.
15. Undercarriage:
- ✓ Undercarriage frame shall be manufacturers standard for model bid.
  - ✓ Unit shall have sealed type track.
  - ✓ A minimum of one (1) top carrier roller each side for proper track support.
  - ✓ Track guides shall be provided to prevent track misalignment.
  - ✓ Track adjustment shall be of hydraulic design.
  - ✓ Shall have manufacturer's triple grouser shoes.
  - ✓ Track length minimum 11 feet. *12' 4"*
- Limited tail swing 5.1 feet including manufacturers needed weight(s) - SEE EXCEPTION
16. ✓ Cab shall be all weather steel isolation mounted.
- ✓ Unit will have a deep cushioned fully adjustable seat with padded arm rests.
  - ✓ Cab shall be equipped manufacturers heater and air condition system.
  - ✓ Cold weather starting aid shall be provided.
  - ✓ Cab should be equipped with front windshield wiper and washer, intermittent features.

- ✓ Manufacturer's vandalism protection package shall be provided. The vandalism protection package shall include locking cab doors, locking compartments for engine and hydraulic components, locking fuel and radiator access and electrical cut-off switch. All locks except master switch shall be keyed alike.

Also to be included:

- ✓ Interior cab light.
- ✓ Work lights at boom and cab for sufficient night shift operations,
- ✓ Tinted safety glass at all locations, and
- ✓ AM and FM radio with antenna.

17. Paint:

- ✓ Unit will be painted manufacturers standard color.

Manufacturers standard plant painting procedures for cleaning, degreasing, preparing, priming and painting are sufficient to meet the requirements for painting unit.

- 18. ✓ Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act or 1970" and subsequent amendments.

- 19. Advertising: No visible decals or name plates or painted on names representing the manufacturer or model number or trademark should appear on the exterior surface of the unit. Such logos created through the stamping or casting process of manufacture are accepted.

YEAR/MAKE/MODEL BID: 2012 CATERPILLAR 312EL

LUMP SUM BID, MEETING ALL SPECIFICATIONS ABOVE: \$ 1,240,970.<sup>00</sup>

I hereby certify that the item being bid meets or exceeds specifications as written and I will comply with them all:

\_\_\_\_\_

C.I. WALKER MACHINERY CO.

P.O. Box 2427

CHARLESTON, WV 25329

MATTHEW E. CONNER

Vendor name and address and representative bidding



Signature

6/25/12

Date



C.I. Walker Machinery Co.  
Exceptions to RFQ 7012EC10  
All exceptions are on non-mandatory specs

Item 15: "Limited tail swing 5.1 feet including manufacturers needed weight(s)"

The Caterpillar 312EL has a tail swing of 7'1".

**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PARTS:**

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

## COST SHEET

Item Number	Estimated Quantity*	Unit of measure	Description	Unit Price	Extended Amount
1	10	Each	Hydraulic Track Excavator	₱124,097	₱ 1,240,970
			Total Amount	₱124,097	₱ 1,240,970

**WARRANTY AND SERVICE POLICY QUESTIONNAIRE****THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

CATERPILLAR 2 YEAR PREMIERE ESC BUMPER TO BUMPER NEW MACHINE WARRANTY. SEE ATTACHED

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

WHEN WARRANTY SERVICE IS PERFORMED AT DOH FACILITIES, DOH IS RESPONSIBLE FOR TRAVEL & MILEAGE. WHEN PERFORMED AT WALKER FACILITIES, DOH IS RESPONSIBLE FOR ROUND TRIP TRANSPORTATION. SERVICE CALLS SHOULD BE DIRECTED TO NITRO, (304) 755-2500.

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

WALKER MACHINERY LOCATIONS: BELLE, NITRO, HUNTINGTON, PARKERSBURG, BECKLEY, SUMMERSVILLE, LOGAN.

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

A.	Terms: Net 30	Manufacturer's published list price less: <u>0</u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u>0</u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u>0</u> % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways?  YES  NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A. Shop Rate \$ 88.00 per mechanic hourB. Travel Time Charge \$ 77.00 per mechanic hour  
(Specify if one-way) \_\_\_\_\_; port to port \_\_\_\_\_C. Mileage Charge \$ 3.35 per vehicle mile  
(Specify if one-way) \_\_\_\_\_; port to port \_\_\_\_\_D. Field Mechanic Rate \$ 93.00 per mechanic hourE. Specify period of time that prices are in effect: SUBJECT TO CHANGE EACH JANUARYF. Surcharge for miscellaneous items: 0 %



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 7012EC10

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ALAN CUMMINGS  
 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2012				

BID OPENING DATE: 06/13/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO . 01						
ISSUED TO EXTEND BID OPENING DATE FROM 06/06/12 AT 1:30 P.M. TO 06/13/12 AT 1:30 P.M AND TO DISTRIBUTE PRE-BID SIGN-IN SHEET FROM THE MANDATORY PREBID MEETING.						
0001	1	EA		975-66	\$124,097	\$1,240,970
				HYDRAULIC TRACK EXCAVATOR		
***** THIS IS THE END OF RFQ 7012EC10 ***** TOTAL:						\$1,240,970

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cummings</i>	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE SALES Rep.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

7012EC10

Date:

5/24/2012 10:30

Project Description:

Hydraulic Track Excavators

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Don Hall</u>
Firm Address:	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Leslie Equipment Company</u>
Firm Address:	<u>P.O. Box 1547</u> <u>Elkins, WV 26241</u>
Representative Attending:	<u>David Gasseard</u>
Phone Number:	<u>304-642-9826</u>
Fax Number:	<u>304-636-3516</u>
Email Address:	<u>Gassearddavid@alect.com</u>

Firm Name:	<u>WEST VIRGINIA TRACTOR</u>
Firm Address:	<u>P.O. Box 433</u> <u>CHARLESTON, WV 25322</u>
Representative Attending:	<u>GARY GRADY</u>
Phone Number:	<u>304-346-5301</u>
Fax Number:	<u>304-346-5305</u>
Email Address:	<u>wtractor@wvtr.com</u>

Firm Name:	<u>C.I. Walker Machinery Co.</u>
Firm Address:	<u>P.O. Box 2427</u> <u>Charleston, WV 25329</u>
Representative Attending:	<u>MATT CONNER</u>
Phone Number:	<u>(304) 543-5406</u>
Fax Number:	<u>(304) 759-6406</u>
Email Address:	<u>mconner@walker-cat.com</u>

Firm Name:	<u>RISH EQUIPMENT CO.</u>
Firm Address:	<u>650 WINFIELD RD</u> <u>Route 817</u> <u>ST. ALBANS, WV 25177</u>
Representative Attending:	<u>TRAS GANOTE</u>
Phone Number:	<u>304-755-3311</u>
Fax Number:	<u>304-755-3603</u>
Email Address:	<u>Tganote@rish.com</u>

Firm Name:	<u>MH Equipment Co.</u>
Firm Address:	<u>126 Lakeside Dr.</u> <u>Charleston, WV</u> <u>25313</u>
Representative Attending:	<u>Erie W Shock</u>
Phone Number:	<u>304-741-3569</u>
Fax Number:	
Email Address:	<u>eshock@mhjcb.com</u>

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

7012EC10

Date:

5/24/2012 10:30

Project Description:

Hydraulic Track Excavators

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	STATE Equipment, Inc
Firm Address:	P.O. Box 3939 Charleston, WV 25339
Representative Attending:	Eddie Rankin, Jr
Phone Number:	304-776-4405
Fax Number:	304-776-4409
Email Address:	eddie@stateequipment.com

Firm Name:	WVDOH
Firm Address:	
Representative Attending:	Michael F. Neely
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	STATE Equipment INC
Firm Address:	PO Box 3939 Charleston, WV 25339
Representative Attending:	Rex Vanater
Phone Number:	304-776-4405
Fax Number:	304-776-4409
Email Address:	warranty@stateequipment.com

Firm Name:	WVDOH
Firm Address:	
Representative Attending:	Marcia Lee
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	STATE EQUIPMENT INC
Firm Address:	PO BOX 3939 Charleston, WV 25339
Representative Attending:	TIM FALLECKER
Phone Number:	304-776-4405
Fax Number:	304-776-4409
Email Address:	timf@stateequipment.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 7012EC10

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ALAN CUMMINGS  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/06/2012				

BID OPENING DATE: 06/13/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 02						
ISSUED TO DISTRIBUTE ADDITIONAL TERMS & CONDITIONS AND TO QUESTION AND ANSWER RESPONSE PAGE PER THE ATTACHED.						
0001	1	EA		975-66	\$ 124,097	\$ 1,240,970
HYDRAULIC TRACK EXCAVATOR						
***** THIS IS THE END OF RFQ 7012EC10 ***** TOTAL:						\$ 1,240,970

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark J. C...</i>	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE Sales Rep.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

7012EC10  
ADDENDUM NO. 2

**ADDITIONAL TERMS AND CONDITIONS**

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - I. Bidder's name
    - II. Name of each subcontractor
    - III. License numbers as required by W. Va. Code § 21-11-1 et. seq.

- iv. Notation that no subcontractors will be used if the bidder will perform the work
  
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - I. The subcontractor listed in the original bid has filed for bankruptcy;
    - II. The subcontractor in the original bid has been debarred or suspended; or
    - III. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

PREBID ADDENDUM  
7012EC10

HYDRAULIC TRACK EXCAVATOR

CHANGES TO SPECIFICATIONS:

FROM:

2. **Pricing Pages:** 3<sup>rd</sup> Paragraph – 1<sup>st</sup> Sentence  
Notwithstanding the foregoing, the Purchasing Division may correct errors as its discretion.

TO:

2. **Pricing Pages:** 3<sup>rd</sup> Paragraph – 1<sup>st</sup> Sentence  
Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

FROM:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard orders within 90 working days after orders are received.

TO:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard orders within 180 working days after orders are received.

DELETE:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** 2<sup>nd</sup> and 3<sup>rd</sup> Sentences  
Vendor shall deliver emergency orders within one (1) working day after orders are received.  
Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

FROM:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** 4<sup>th</sup> Sentence  
A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** 4<sup>th</sup> Sentence  
A completed pilot model for inspection must be provided within 120 calendar days after receipt of the purchase agreement by the successful vendor.

ADDENDUM NO. 2  
PREBID ADDENDUM  
7012EC10

DELETE:

**VI. DELIVERY AND RETURN**

**3.0 Delivery Payment/Risk of Loss: 3<sup>rd</sup> Sentence**

The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

DELETE:

**VII. MISCELLANEOUS**

- 2. Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.

**CHANGE NUMBERING SYSTEM ON THE FOLLOWING TO READ:**

- 3. Reports to 2. Reports**
- 4. Contract Manager to 3. Contract Manager**
- 5. Mandatory Requirements to 4. Mandatory Requirements**

ADD:

**VII. MISCELLANEOUS**

**5. EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS**

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

ADDENDUM NO. 2  
PREBID ADDENDUM  
7012EC10

EXHIBIT A

VIII. SPECIFICATIONS:

DELETE:

2. Vendor shall deliver standard orders within 90 working days after orders are received.
3. A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.
4. Vendor shall deliver emergency orders within one (1) working day after orders are received.
5. Standard order delivery shall be F.O.B. destination to the Agency's location: West Virginia Division of Highways, Equipment Division, Route 33 and Brushy Fork Rd, Buckhannon, West Virginia

CHANGE TO READ:

11. Unspecified Accessories & Features - 1<sup>st</sup> Paragraph 4<sup>th</sup> Line  
Change "qualify" to "quality"

ADDENDUM NO. 2  
PREBID ADDENDUM  
7012EC10

FROM:

12. Operating weight shall be minimum 28,000 pounds and maximum of 33,000 pounds including fuel, thumb, and bucket attached.

TO:

12. Operating weight shall be minimum 28,000 pounds and maximum of 35,000 pounds including fuel, thumb, and bucket attached.

QUESTIONS FROM VENDOR:

14. Do you need the capability to switch between one-way and two-way flow?  
RESPONSE: No

Do you want the thumb controlled by an actuator within the joystick or by a foot pedal?  
RESPONSE: Joystick

Is there a specific (or minimum/maximum) number of tines needed for the thumb?  
RESPONSE: No

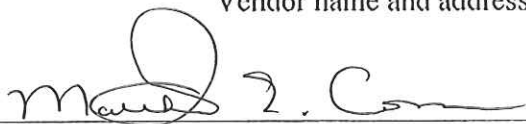
COST SHEET

Item Number	Estimated Quantity*	Unit of measure	Description	Unit Price	Extended Amount
1	10	Each	Hydraulic Track Excavator YEAR/MAKE/MODEL: 2012 CATERPILLAR 312 EL	\$124,097	\$1,240,970
			Total Amount	\$124,097	\$1,240,970

I hereby Certify that the item being bid meets or exceeds specifications as written and I will comply with them all:

C.I. WALKER MACHINERY Co.  
P.O. Box 2427  
CHARLESTON, WV 25329

MATTHEW E. CONPER  
Vendor name and address and representative bidding

  
Signature

6/25/12  
Date



## ADDENDUM NO. 2

## WARRANTY AND SERVICE POLICY QUESTIONNAIRE

CHANGE HEADING TO READ:  
FROM:

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

TO:  
**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY.** PRIOR TO AWARD.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
7012EC10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED
06/10/2012

BID OPENING DATE: 06/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 03						
ISSUED TO DISTRIBUTE INFORMATION IN THE ATTACHED DOCUMENTATION.						
0001	1	EA		975-66	\$ 124,097	\$ 1,240,970
				HYDRAULIC TRACK EXCAVATOR		
***** THIS IS THE END OF RFQ 7012EC10 ***** TOTAL:						\$ 1,240,970

SIGNATURE <i>Mark I. Cummings</i>	TELEPHONE (304) 543-5406	DATE 6/25/12
TITLE Sales Rep.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SOLICITATION NUMBER: 7012EC10**  
**Addendum Number: 3**

---

The purpose of this addendum is to modify the solicitation identified as 7012EC10 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Issued to clarify specifications and change bid opening date from 06/13/12 at 1:30 P.M. to 06/27/12 at 1:30 P.M.

To change paragraph 1, on page #1 of the RFQ from "The West Virginia Purchasing Division for the Agency, the West Virginia Division of Highways, is soliciting bids to provide the agency with galvanized steel grid deck with accessories per the attached specifications" to "The West Virginia Purchasing Division for the Agency, the West Virginia Division of Highways, is soliciting bids to provide the agency with hydraulic track excavators per the attached specifications"

Further, to clarify the following found on page 8, Warranty and service policy questionnaire, of addendum no.2, from "THIS FORM MUST BE COMPLETED IN ITS ENTIRETY. PRIOR TO AWARD." to "THIS FORM MUST BE COMPLETED IN ITS ENTIRETY PRIOR TO AWARD."

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

ADDENDUM # 3  
7012EC10

HYDRAULIC TRACK EXCAVATOR

SPECIFICATIONS:

- 13 Engine must be Tier 4

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 7012EC10**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

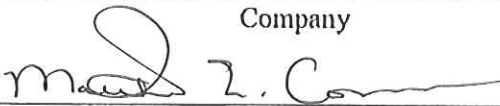
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

C. I. WALKER MACHINERY Co.  
Company

  
Authorized Signature

6/25/12  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



THE RIGHT  
MACHINE

THE RIGHT  
PLAN

### Cat® Equipment Protection Plan

#### PREMIER

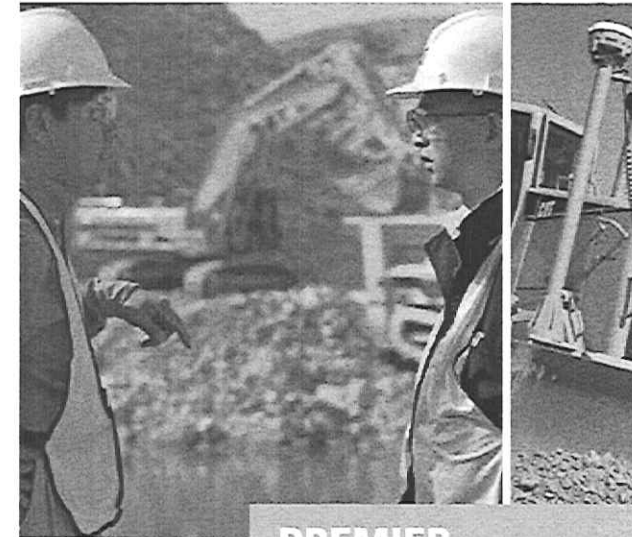
Our most comprehensive coverage includes powertrain and hydraulic components, as well as additional electrical and structural components. Powertrain components produce, transmit or control engine horsepower for moving the machine. Hydraulic components are associated with steering and implement control.

Learn more:

Contact your local Cat dealer today or visit

[www.cat.com/epp](http://www.cat.com/epp)

The information contained herein is provided solely for general information purposes only and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.



PREMIER



AEXQ0502

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Printed in USA

**CATERPILLAR®**  
TODAY'S WORK. TOMORROW'S WORLD.™

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

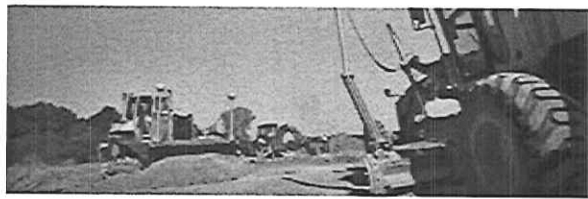
**CATERPILLAR®**



# CONTROL YOUR COSTS MINIMIZE YOUR RISKS

This plan safeguards your investments in new and Cat Certified Used\* machines beyond the standard warranty period. It includes all parts and labor to protect you against failures caused by defects in materials and workmanship. With the Premier Equipment Protection Plan, you can increase the predictability of service and maintenance costs—and reduce unplanned downtime.

\*Product availability varies by region.



## WHAT WE DO

- Perform necessary inspections to confirm eligibility
- Install parts approved by Caterpillar on covered repairs
- Validate your enrollment in the program

## WHAT YOU DO

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure

## COVERED COMPONENTS

### Engine & Accessories

Engine - Internal Components  
Oil Cooler  
Radiator  
Exhaust / Muffler  
Manifolds  
Fan Motor  
Water Pump  
Fuel Injection Pumps  
Injectors  
Lift / Transfer Pump  
Senders / Solenoids / Sensors  
Thermostat  
Flywheel & Torque Converter  
Engine Oil Filter Mount  
Turbocharger  
Starter  
Alternator  
AC Compressor / Condenser  
Electronic Control Modules  
Governor / Speed Controls & Linkages  
Fuel Lines  
Fuel Tank & Assoc. Parts  
Water Piping  
Oil Hoses / Lines (non-hydrostatic)  
Cylinder Block  
Piston  
Piston Rings  
Piston & Connecting Rod  
Crankshaft, Main Bearings & Rod Bearings  
Camshaft & Camshaft Bearings  
Timing / Accessory Gears  
Timing Chain / Belt  
Inlet / Exhaust Valve  
Valve Cover & Base  
Valve Spring & Guide  
Rocker Arm  
Rocker Shaft Assembly  
Push Rod

### Balancer

Fuel Pump / Governor Drive  
Oil Pump  
Oil Pan Group  
Fan & Fan Drive

### Transmission

Transmissions  
Transmission Oil Lines  
Hydraulic Controls  
Transmission Oil Filter Base  
Transmission Gears  
Final Drives / Planetary  
Drive Shafts  
Transfer Case  
Wet Brake Assemblies  
Hydrostatic Pumps & Drive Motors  
Linkage / lines Connected to Hystat Pump  
Drive (pilot/eh) Control Valves  
Senders / Sensors  
Powertrain Transmission Lines / Hoses  
Transmission Oil Tank  
Drive Train Oil Lines  
Bevel and Transfer Case

### Drive Line/Drive Axle

Axles  
Axle Seals  
Final Drive & Wheel  
Final Drive Case / Bore  
Final Drive Chain  
Final Drive Gears  
Axle Shaft  
Drive Axle Oil Pump  
Universal Joint  
Countershaft Transmission

### Steering

Steering Clutch  
Steering Clutch & Brake Control Valve  
Steering Gear & Valve  
Power Steering Logic Module  
Steering Linkage  
Steering Column  
Steering Console  
Tie Rod

### Hydraulic Systems

Hydraulic / Steering Hoses & Lines  
Hydraulic Cylinders  
Hydraulic Valves & Controls  
Hydraulic Accumulators  
Hydraulic Oil Coolers  
Hoses and Lines  
Hydraulic Quick Couplers & Swivels  
Hydraulic Oil Filter Mount  
Hydraulic Oil Temperature Sensor  
Hydraulic Oil Filter Base  
Hydraulic Tanks

### Suspension

Automatic Grade Control  
Axle Spring  
Bogie Suspension  
Cross Slope Control  
Equalizer Bar  
Equalizer Bar Center Pin Support  
Equalizer Bar Support  
Stabilizer  
Suspension Control  
Suspension Control Valve  
Suspension Cylinder

### Braking System

Brake Master Cylinder  
Vacuum Pump  
Wheel Cylinder  
Brake Caliper, Head Assembly  
Control Valves  
Brake Lines  
Accumulator

### Electrical & Interior

Gauges / Indicators / Instruments  
Wiring harnesses  
Switches  
Relays / Circuit breakers  
Generator  
Alternator / Generator  
Battery Charger  
Main Power Relay  
Start Switch  
Fuse / Circuit Breaker Panel  
Circuit Board

### Frames & Linkages

Chassis / Implement Frames  
Weldment  
Carbody  
Main Frame

### Undercarriage

Track Roller Frame  
Track Adjuster  
Recoil Spring

## EXCLUSIONS

**If a component is not listed, it may not be included in the plan. Other exclusions include:**

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and / or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
- > Modifications unless approved by Caterpillar

**Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.**

# 312E

Hydraulic Excavator

CAT®



## Engine

Engine Model	Cat® C4.4 ACERT™	
Net Power – SAE J1349	68 kW	91 hp
Gross Power – SAE J1995	71 kW	95 hp

## Drive

Maximum Travel Speed	5.5 km/h	3.4 mph
Maximum Drawbar Pull	114 kN	25,628 lbf

## Weight

Minimum Operating Weight	13 500 kg	29,770 lb
Maximum Operating Weight	15 000 kg	33,080 lb

## Introduction

Since its introduction in the 1990s, the 300 Series family of excavators has become the industry standard in general, quarry, and heavy construction applications. The all-new E Series and the 312E will continue that trend-setting standard.

The 312E meets today's U.S. EPA Tier 4 Interim emission standards. It is also built with several new fuel-saving and comfort-enabling features and benefits that will delight owners and operators.

If you are looking for more productivity and comfort, less fuel consumption and emissions, and easier and more sensible serviceability, you will find it in the all-new 312E and the E Series family of excavators.



## Contents

Engine .....	3
Operator Station.....	4
Hydraulics .....	5
Structures & Undercarriage .....	6
Front Linkage .....	7
Work Tools.....	8
Integrated Technologies.....	10
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Safety .....	12
Complete Customer Care.....	13
Sustainability .....	14
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# Engine

Reduced emissions, economical and reliable performance

## **Cat® C4.4 ACERT™ Engine**

The Cat C4.4 ACERT engine delivers the same level of performance using significantly less fuel than the previous series engine.

### **Emissions Solution**

Equipped to meet U.S. EPA Tier 4 Interim emission standards, the 312E's C4.4 ACERT engine features an aftertreatment regeneration solution that ensures the machine works as normal with no operator intervention needed.

### **Biodiesel-Ready Fuel System**

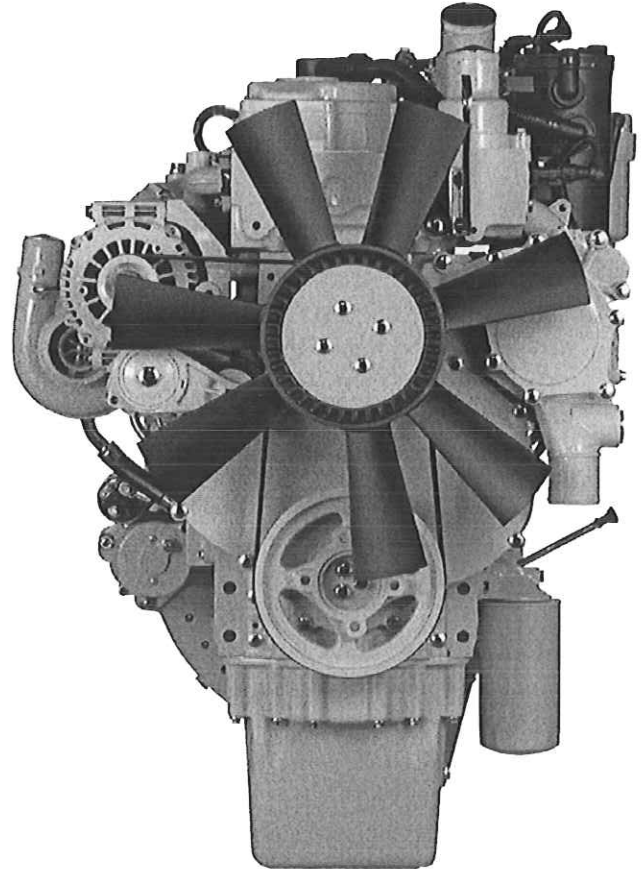
The C4.4 ACERT engine is equipped with an electronic-controlled high-pressure fuel system that includes an electric priming pump and three-layer fuel hoses to allow the use of biodiesel (meeting ASTM 6751 or EN 14214) up to B20 (biodiesel 20% mixture).

### **Cooling System**

The cooling system features an air-to-air aftercooler and A/C condenser that tilt up and swing out of the way for easy servicing.

### **Speed and Power Control**

The 312E features speed control to maximize performance while minimizing fuel consumption. Two different power modes are offered: high power mode when you need maximum production; economy mode when you need performance with the lowest fuel consumption. The operator can easily change between modes through the console switch panel to meet the needs for the job at hand – all to help manage and conserve fuel.



# Operator Station

Comfort and convenience to keep people productive



## Seats

The seat range includes air suspension, heated, and air cooled options. All seats include a reclining back, upper and lower seat slide adjustments, and height and tilt angle adjustments to meet operator needs for comfort and productivity.

## Controls

The right and left joystick (1) consoles can be adjusted to meet individual preferences, improving operator comfort and productivity during the course of a day. With the touch of a button, one-touch idle reduces engine speed to help save fuel; touch it again or move the joystick and the machine returns to normal operating level.

## Monitor

The 312E is equipped with a 7" LCD (Liquid Crystal Display) monitor (2) that is 40% bigger than the previous model's with higher resolution for better visibility. In addition to an improved keypad and added functionality, it's programmable to provide information in a choice of 44 languages to support today's diverse workforce.

An "Engine Idle Shutdown" setting accessible through the monitor, allows owners and operators to specify how long the machine should idle before shutting down the engine, which can save significant amounts of fuel.

The image of the rearview camera is displayed directly on the monitor, which will help keep you focused on the job at hand.

## Power Supply

Two 12-volt power supply sockets are located near key storage areas for charging electronic devices such as an MP3 player and cell phone.

## Storage

Storage spaces are located in the front, rear, and side consoles. A dedicated space near the auxiliary power supply holds MP3 players and cell phones. The drink holder accommodates large mugs with handles, and a shelf behind the seat stores large lunch or toolboxes.

## Automatic Climate Control

The climate control system features five air outlets with positive filtered ventilation, which makes working in the heat and cold much more pleasant.



# Hydraulics

Power to move more dirt, rock, and debris with speed and precision

## **Main Control Valve and Auxiliary Valves**

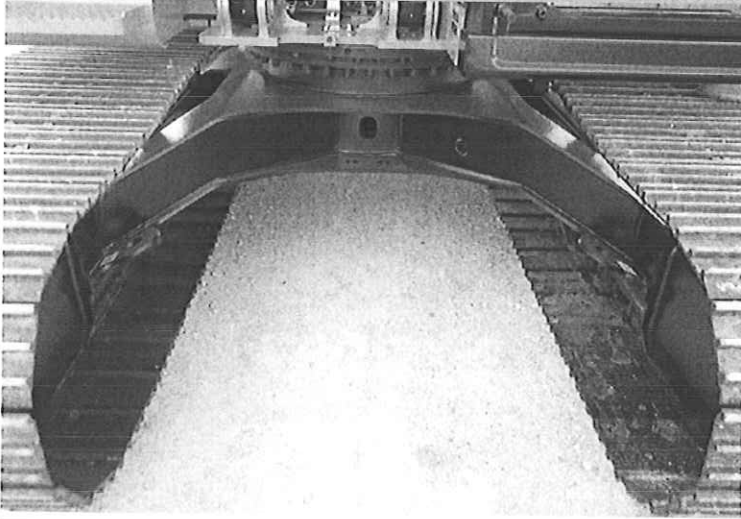
The 312E uses a high-pressure system to tackle the toughest of work in short order. The machine features a highly efficient and simple main control valve to improve fuel consumption; it also allows for greater tool versatility.

## **Electric Boom Regeneration System**

The 312E regenerates the flow of oil from the head end of the boom cylinder to the rod end of the boom cylinder during a boom down operation to save energy, which helps improve fuel efficiency. It is optimized for any dial speed setting being used by the operator, which results in less pressure loss for higher controllability, more productivity, and lower operating costs.

# Structures & Undercarriage

Built to work in rugged environments



## Frame

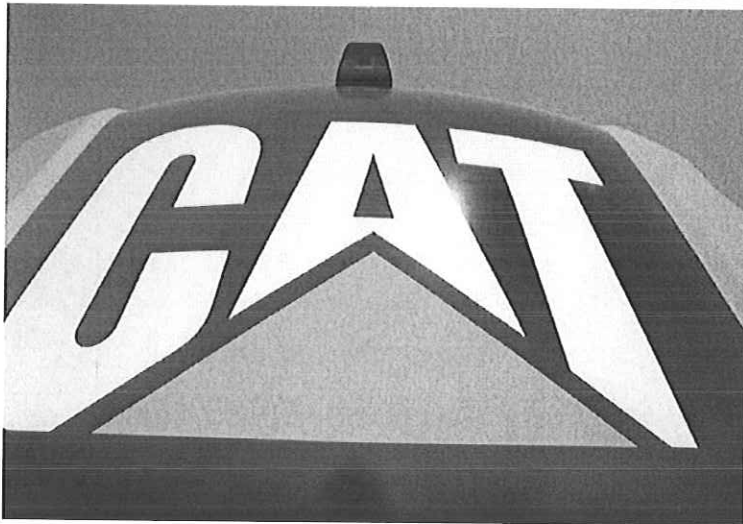
The upper frame includes reinforced mountings to support the Roll-Over Protective Structure (ROPS) cab; the lower frame is reinforced to increase component durability.

## Undercarriage

Long undercarriage supports various work applications. The track rollers are a double solid-pin-type design to improve reliability compared to the single solid-pin-type design. A segmented two-piece guiding guard is now offered to help maintain track alignment and improve performance in multiple applications.

## Counterweight

Built with an integrated rearview camera housing, the counterweight comes with integrated links to enable easy removal for maintenance or shipping.





## Front Linkage

Made for high stress and long service life

### **Booms and Sticks**

The 312E is offered with a reach boom and three stick configurations: R2.5 m (8'2"), R2.8 m (9'2"), and R3.0 m (9'10"). Also, a new thumb-ready stick with factory brackets and structural reinforcement to attach a Cat hydraulic thumb to the machine is an available option. Each boom and stick is built with internal baffle plates for added durability, and each undergoes ultrasound inspection to ensure weld quality and reliability.

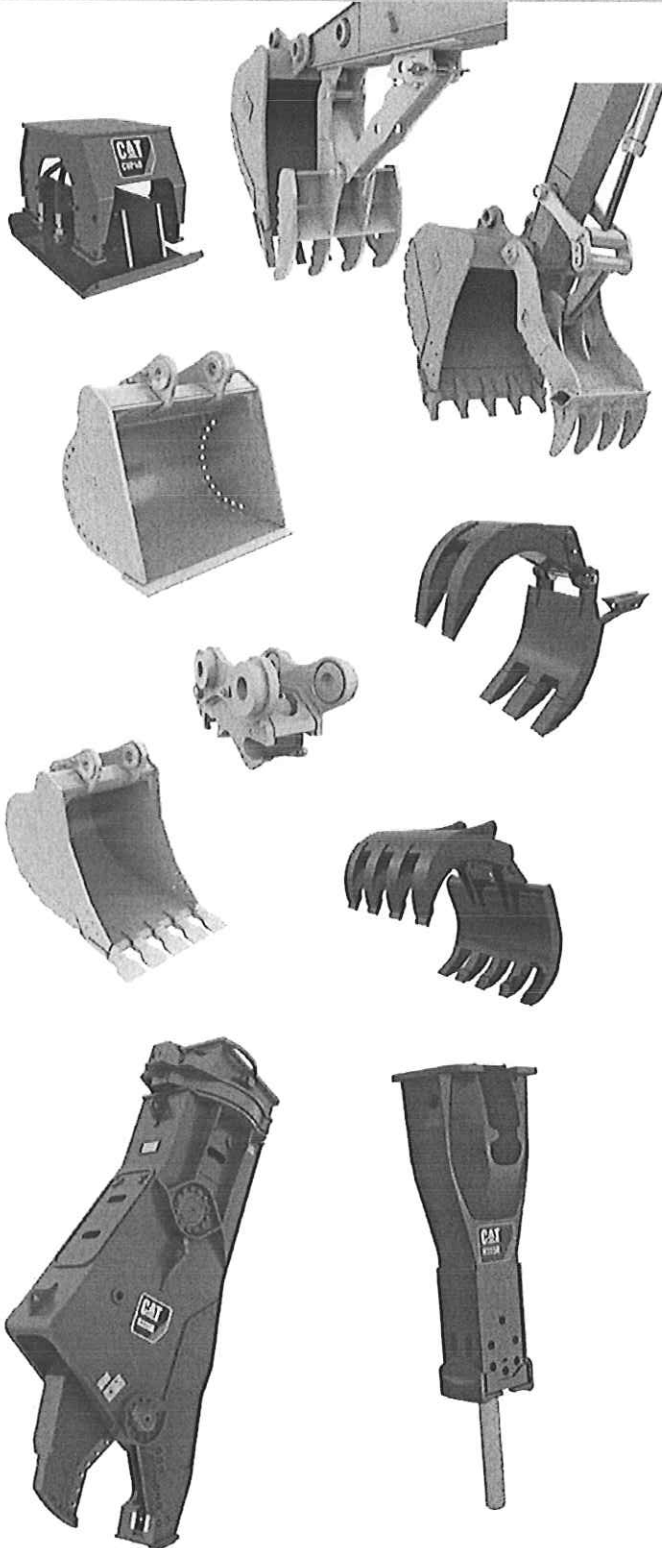
Reach configuration balances digging force and bucket capacity. It covers all applications this size of machine was designed to take on such as digging, loading, trenching, and working with hydraulic tools.

Large box-section structures with thick, multi-plate fabrications, castings, and forgings are used in high-stress areas such as the boom nose, boom foot, boom cylinder, and stick foot to improve durability. Also, the front linkage pins' inner bearing surfaces are welded with a self-lubricated bearing used to extend service intervals and increase uptime.



# Work Tools

Dig, hammer, rip, and cut with confidence



An extensive range of Cat Work Tools for the 312E includes buckets, compactors, grapples, scrap and demolition shears, hammers and thumbs. Each is designed to optimize the versatility and performance of your machine.

## Quick Couplers

Quick couplers allow one person to change work tools in seconds for maximum performance and flexibility on a job site. One machine can move rapidly from task to task, and a fleet of similarly equipped machines can share a common work tool inventory.

## Cat Center-Lock™ Pin Grabber Coupler

Center-Lock is the pin grabber style of coupler featuring a patented locking system. A highly visible lock clearly shows the operator when the coupler is engaged or disengaged from the bucket or work tool.

## Buckets

Cat buckets are designed as an integral part of the 312E system and feature new geometry for better performance. The leading edge has been repositioned, resulting in more efficient filling and better operator control for greatly improved productivity. Greater wear coverage in the corners, greater side cutter and sidebar protector coverage, and a new lift eye design are features of Next Generation buckets. All benefits are captured in a new bucket line with a new bucket naming convention.

### Durability Categories Suitable for Any Situation

Caterpillar offers standard bucket categories for excavators. Each category is based on intended bucket durability when used in recommended applications and materials. Each bucket durability is available as pin-on or can be used with a quick coupler.

#### General Duty (GD)

GD buckets are for digging in low-impact, low-abrasion material such as dirt, loam, and mixed compositions of dirt and fine gravel.

#### Severe Duty (SD)

SD buckets are for higher abrasion conditions such as well shot granite and caliche. Red area on bucket image illustrates additional protection against wear as compared to a GD bucket.

#### Specialty Buckets

In addition to standard bucket categories, specialty bucket styles are available for the 312E, each with a different purpose:

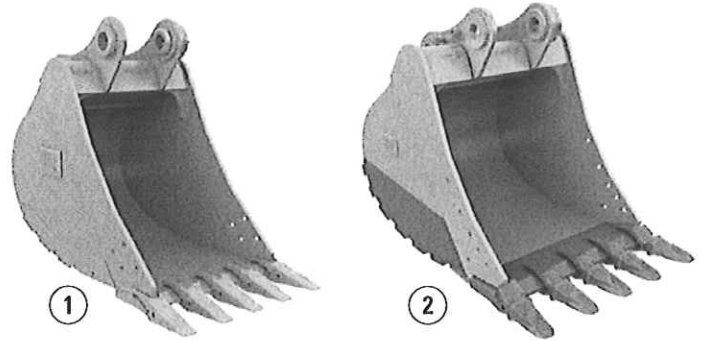
- **Ditch Cleaning and Tilt** buckets are for cleaning ditches, slope grading, and other finish work.
- **Wide Tip** buckets are for low impact material where leaving a smoother floor and minimal spillage are necessary.

#### Hydraulic Kits

Caterpillar offers field-installed hydraulic kits that are uniquely designed to integrate Cat Work Tool attachments with Cat excavators. Hoses and tubes are pre-made, pre-shaped, and pre-painted to make installation quick and easy.

#### Comprehensive Product Support

All Cat Work Tools are backed up by a world-wide network of well-stocked parts depots and highly experienced service and support personnel.



1) General Duty 2) Severe Duty



# Integrated Technologies

Solutions that make work easier and more efficient

## Cat® Grade Control Depth and Slope

This optional system combines traditional machine control and guidance with standard factory-installed and calibrated components, making the system ready to go to work the moment it leaves the factory. The system utilizes internal front linkage sensors – well protected from the harsh working environment – to give operators real-time bucket tip position information through the cab monitor (1), which minimizes the need and cost for traditional grade checking and enhances job site safety. It also helps the operator complete jobs in fewer cycles, which means less fuel use. Cat dealers can upgrade the system to full three-dimensional control by adding proven Cat AccuGrade™ positioning technologies, including GPS and Universal Total Station (UTS).

## Cat Product Link

This optional system is deeply integrated into the machine monitoring system and is designed to help customers improve their overall fleet management effectiveness. Events and diagnostic codes as well as hours, fuel consumption, idle time, machine location, and other detailed information are transmitted to a secure web based application (2 and 3) called VisionLink™, which uses powerful tools to communicate to users and dealers.



# Serviceability

Fast, easy and safe access built in

## Service Doors

Wide service doors feature sturdier hinges and latches and a new screen design to help prevent debris entry; a one-piece hood (1) provides easier access to the engine and cooling compartments.

## Compartments

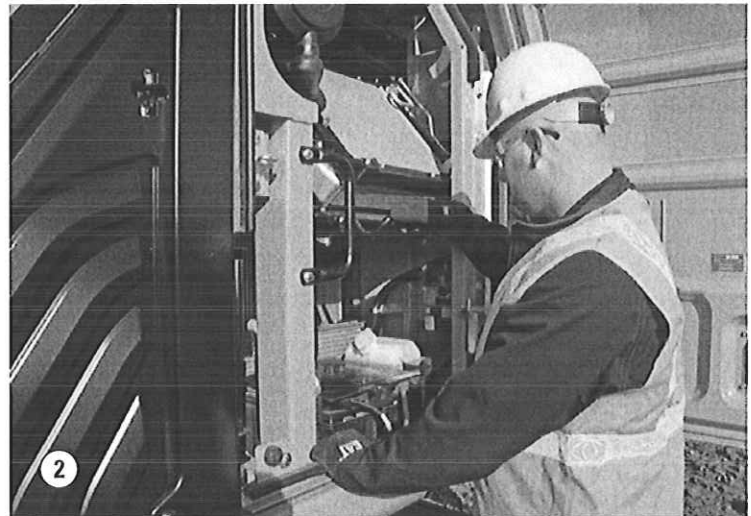
The radiator (2), pump (3), and air cleaner compartments provide easy access to major components. The fresh air filter is located on the side of the cab to make it easy to reach and replace as needed.

## Other Service Benefits

The water separator with water level sensor has a primary fuel filter element located in the pump compartment near ground level; the electric priming pump is mounted before the primary filter base and is easy to service compared to a traditional hand-priming pump.

The fuel tank features a remote drain cock located in the pump compartment to make it easy to remove water and sediment during maintenance.

The engine oil check gauge is situated in front of the engine compartment for easy access, and a uniquely designed drain cock helps prevent spills.



# Safety

Features to help protect people



## ROPS Cab

The ROPS-certified cab (1) allows an Operator Protective Guard to be bolted directly to it.

## Sound Proofing

Improved sealing and cab roof lining lower noise levels inside the cab significantly during machine operation.

## Anti-Skid Plates

The surface of the upper structure and the top of the storage box area are covered with anti-skid plates to help prevent service personnel and operators from slipping during maintenance.

## Steps, Hand and Guard Rails

Steps on the track frame and storage box along with extended hand rail and optional guard rail to the upper deck enable operators to securely work on the machine.

## Time Delay Lights

When the light switch is on, cab and boom lights will illuminate to enhance visibility after the engine start key has been turned off.

## High Intensity Discharge (HID) Lights

Halogen lights are standard, but they can be upgraded to HID for greater visibility.

## Windows

The 70/30 split configuration features an upper window equipped with handles on the top and both sides so the operator can slide it to store in the ceiling. The lower window is removable and can be stored on the left wall of the cab shell. The large skylight provides great overhead visibility, excellent natural lighting, and good ventilation. The skylight can be opened completely to become an emergency exit.

## Wiper System

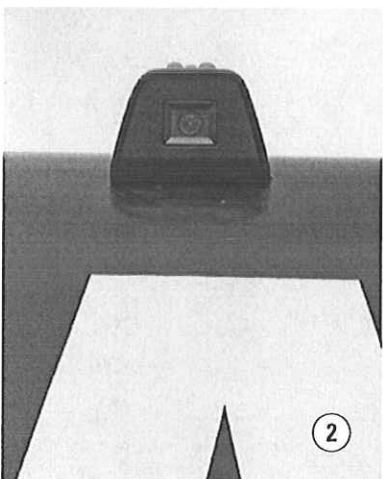
A lower wiper is available as an option to maximize visibility in poor weather conditions. The lower wiper motor is integrated to the upper frame so it doesn't obstruct the forward view.

## Monitor Warning System

The machine features a buzzer in the monitor that tells customers when critical events like plugged filters or low hydraulic pressure need to be immediately addressed.

## Rearview Camera

An optional rearview camera (2) is housed in the counterweight. The image projects through the cab monitor (3) to give the operator a clear view of what is behind the machine.





# Complete Customer Care

Service you can count on

## **Product Support**

Cat dealers utilize a worldwide parts network to maximize your machines' uptime. Plus they can help you save money with Cat remanufactured components.

## **Machine Selection**

What are the job requirements and machine attachments? What production is needed? Your Cat dealer can provide recommendations to help you make the right machine choices.

## **Purchase**

Consider financing options and day-to-day operating costs. Look at dealer services that can be included in the machine's cost to yield lower owning and operating costs over time.

## **Customer Support Agreements**

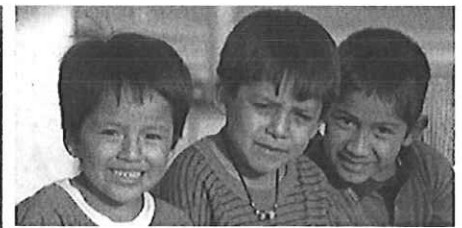
Cat dealers offer a variety of customer support agreements and work with you to develop a plan to meet your specific needs. These plans can cover the entire machine, including attachments, to help protect your investment.

## **Operation**

Improving operating techniques can boost your profits. Your Cat dealer has videos, literature, and other ideas to help you increase productivity. Caterpillar also offers simulators and certified operator training to help maximize the return on your investment.

## **Replacement**

Repair, rebuild, or replace? Your Cat dealer can help you evaluate the cost involved so you can make the best choice for your business.



# Sustainability

Generations ahead in every way

- The C4.4 ACERT engine, along with the Cat Clean Emissions Module (CEM), meets U.S. EPA Tier 4 Interim emission standards.
- Even when operating in high horsepower and high production applications, the 312E performs a similar amount of work while burning less fuel than the previous D Series model. This means more efficiency, less resources consumed, and fewer emissions.
- The 312E has the flexibility of running on either ultra-low-sulfur diesel (ULSD) fuel with 15 ppm of sulfur or less or biodiesel (B20) fuel blended with ULSD that meets ASTM 6751 or EN 14214 standards.
- An overfill indicator rises when the fuel tank is full to help service technicians avoid spilling.
- The QuickEvac™ option ensures fast, easy, and secure changing of engine and hydraulic oil.
- The 312E is built to be rebuilt with major structures and components capable of being remanufactured to reduce waste and replacement costs.
- An efficient engine oil filter eliminates the need for painted metal cans and aluminum top plates. The cartridge-style spin-on housing enables the internal filter to be separated and replaced; the used internal element can be incinerated to help reduce waste.
- The 312E is an efficient, productive machine that's designed to conserve our natural resources for generations ahead.

# 312E Hydraulic Excavator Specifications

Engine		
Engine Model	Cat <sup>®</sup> C4.4 ACERT™	
Net Power – SAE J1349	68 kW	91 hp
Gross Power – SAE J1995	71 kW	95 hp
Bore	105 mm	4.13 in
Stroke	127 mm	5.00 in
Displacement	4.4 L	269 in <sup>3</sup>

Weights		
Minimum Operating Weight*	13 500 kg	29,770 lb
Maximum Operating Weight**	15 000 kg	33,080 lb

\*4.65 m (15'3") boom, 2.5 m (8'10") stick, 2.2 mt (2.4 t) counterweight, 0.65 m<sup>3</sup> (0.84 yd<sup>3</sup>) bucket, and 500 mm (20") shoes.  
 \*\*4.65 m (15'3") boom, 3.0 m (9'10") stick, 2.2 mt (2.4 t) counterweight, 0.65 m<sup>3</sup> (0.84 yd<sup>3</sup>) bucket, 770 mm (30") shoes with blade.

Hydraulic System		
Main System – Maximum Flow (Total)	254 L/min	67 gal/min
Swing System – Maximum Flow	127 L/min	34 gal/min
Maximum Pressure – Equipment	30 500 kPa	4,424 psi
Maximum Pressure – Travel	35 000 kPa	5,076 psi
Maximum Pressure – Swing	23 000 kPa	3,336 psi
Pilot System – Maximum Flow	21.9 L/min	5.8 gal/min
Pilot System – Maximum Pressure	4120 kPa	598 psi
Boom Cylinder – Bore	110 mm	4 in
Boom Cylinder – Stroke	1015 mm	40 in
Stick Cylinder – Bore	120 mm	5 in
Stick Cylinder – Stroke	1197 mm	47 in
Bucket Cylinder – Bore	100 mm	4 in
Bucket Cylinder – Stroke	939 mm	37 in

Drive		
Maximum Travel Speed	5.5 km/h	3.4 mph
Maximum Drawbar Pull	114 kN	25,628 lbf

Swing Mechanism		
Swing Speed	11.5 rpm	
Swing Torque	30.9 kN·m	22,791 lb ft

Service Refill Capacities		
Fuel Tank Capacity	250 L	66.04 gal
Cooling System	22 L	5.81 gal
Engine Oil (with filter)	13.5 L	3.57 gal
Swing Drive	2.4 L	0.63 gal
Final Drive (each)	3 L	0.79 gal
Hydraulic System (including tank)	164 L	43.32 gal
Hydraulic Tank	90.6 L	23.93 gal

Track	
Number of Shoes (each side)	46 pieces
Number of Track Rollers (each side)	7 pieces
Number of Carrier Rollers (each side)	2 pieces

Sound Performance	
Operator Noise (Closed) – ISO 6396	69 dB(A)
Spectator Noise – ISO 6395	100 dB(A)

- When properly installed and maintained, the cab offered by Caterpillar, when tested with doors and windows closed according to ANSI/SAE J1166 OCT98, meets OSHA and MSHA requirements for operator sound exposure limits in effect at time of manufacture.
- Hearing protection may be needed when operating with an open operator station and cab (when not properly maintained or doors/windows open) for extended periods or in noisy environment.

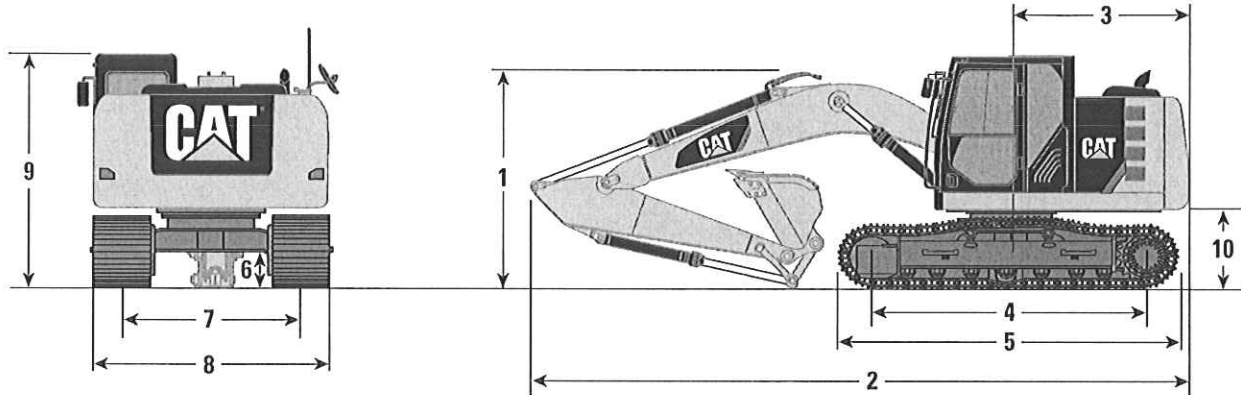
Standards	
Brakes	ISO 10265 2008
ROPS Cab	ISO 12117-2
Cab/OPG	ISO 10262 1998



# 312E Hydraulic Excavator Specifications

## Dimensions

All dimensions are approximate.



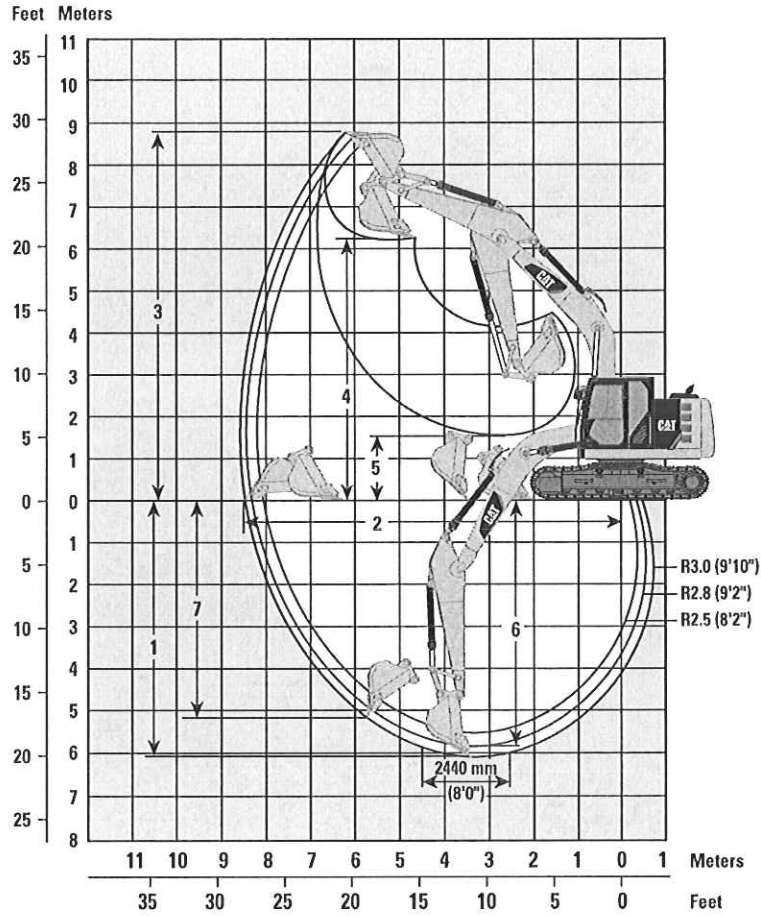
Stick	Reach Boom 4.65 m (15'3")		
	R3.0 (9'10")	R2.8 (9'2")	R2.5 (8'2")
	mm (ft)	mm (ft)	mm (ft)
<b>1</b> Shipping Height*	3060 (10'0")	3060 (10'0")	3060 (10'0")
Shipping Height at Boom Top	2830 (9'3")	2970 (9'9")	2830 (9'3")
Shipping Height with Guard Rail	3060 (10'0")	3060 (10'0")	3060 (10'0")
Shipping Height with Top Guard	2970 (9'9")	2970 (9'9")	2970 (9'9")
<b>2</b> Shipping Length			
Long Undercarriage	7670 (25'2")	7650 (25'1")	7670 (25'2")
Long Undercarriage with Blade	7960 (26'1")	7920 (26'0")	7950 (26'1")
<b>3</b> Tail Swing Radius	2160 (7'1")	2160 (7'1")	2160 (7'1")
<b>4</b> Length to Center of Rollers			
Long Undercarriage	3040 (10'0")	3040 (10'0")	3040 (10'0")
<b>5</b> Track Length			
Long Undercarriage	3750 (12'4")	3750 (12'4")	3750 (12'4")
<b>6</b> Ground Clearance	440 (1'5")	440 (1'5")	440 (1'5")
<b>7</b> Track Gauge	1990 (6'6")	1990 (6'6")	1990 (6'6")
<b>8</b> Transport Width			
500 mm (20") Shoes	2490 (8'2")	2490 (8'2")	2490 (8'2")
600 mm (24") Shoes	2590 (8'6")	2590 (8'6")	2590 (8'6")
700 mm (28") Shoes	2690 (8'10")	2690 (8'10")	2690 (8'10")
770 mm (30") Shoes	2760 (9'1")	2760 (9'1")	2760 (9'1")
<b>9</b> Cab Height	2770 (9'1")	2770 (9'1")	2770 (9'1")
Cab Height with Top Guard	2970 (9'9")	2970 (9'9")	2970 (9'9")
<b>10</b> Counterweight Clearance**	890 (2'11")	890 (2'11")	890 (2'11")

\*Including shoe lug height.

\*\*Without shoe lug height.

## Working Ranges

All dimensions are approximate.



Stick	Reach Boom 4.65 m (15'3")		
	R3.0 (9'10")	R2.8 (9'2")	R2.5 (8'2")
	mm (ft)	mm (ft)	mm (ft)
1 Maximum Digging Depth	6040 (19'10")	5840 (19'2")	5540 (18'2")
2 Maximum Reach at Ground Level	8620 (28'3")	8430 (27'8")	8170 (26'10")
3 Maximum Cutting Height	8710 (28'7")	8590 (28'2")	8490 (27'10")
4 Maximum Loading Height	6330 (20'9")	6210 (20'4")	6100 (20'0")
5 Minimum Loading Height	1530 (5'0")	1730 (5'8")	2020 (6'8")
6 Maximum Depth Cut for 2440 mm (8'0") Level Bottom	5860 (19'3")	5650 (18'6")	5330 (17'6")
7 Maximum Vertical Wall Digging Depth	5200 (17'1")	5070 (16'8")	4840 (15'11")

# 312E Hydraulic Excavator Specifications

## Operating Weight and Ground Pressure

### Long Undercarriage without Blade

	770 mm (30") Triple Grouser Shoes		700 mm (28") Triple Grouser Shoes		600 mm (24") Triple Grouser Shoes		500 mm (20") Triple Grouser Shoes	
	kg (lb)	kPa (psi)	kg (lb)	kPa (psi)	kg (lb)	kPa (psi)	kg (lb)	kPa (psi)
Reach Boom – 4.65 m (15'3")								
R3.0 (9'10")	14 200 (31,310)	27.5 (3.98)	14 100 (31,090)	30.0 (4.35)	13 800 (30,430)	34.2 (4.97)	13 500 (29,770)	40.2 (5.83)
R2.8 (9'2")	14 200 (31,310)	27.5 (3.98)	14 000 (30,870)	29.8 (4.32)	13 800 (30,430)	34.2 (4.97)	13 500 (29,770)	40.2 (5.83)
R2.5 (8'2")	14 100 (31,090)	27.3 (3.97)	14 000 (30,870)	29.8 (4.32)	13 700 (30,210)	34.1 (4.94)	13 500 (29,770)	40.2 (5.83)

### Long Undercarriage with Blade

Reach Boom – 4.65 m (15'3")								
R3.0 (9'10")	15 000 (33,080)	29.0 (4.21)	14 900 (32,850)	31.7 (4.60)	14 600 (32,190)	36.2 (5.26)	14 400 (31,750)	42.9 (6.22)
R2.8 (9'2")	15 000 (33,080)	29.0 (4.21)	14 900 (32,850)	31.7 (4.60)	14 600 (32,190)	36.2 (5.26)	14 300 (31,530)	42.6 (6.18)
R2.5 (8'2")	14 900 (32,850)	28.9 (4.20)	14 800 (32,630)	31.5 (4.57)	14 500 (31,970)	36.0 (5.22)	14 300 (31,530)	42.6 (6.18)

All weights are rounded up to nearest 100 kg and lb including General Duty 0.65 m<sup>3</sup> (0.84 yd<sup>3</sup>) bucket (470 kg/1,040 lb).

## Major Component Weights

	kg	lb
Base Machine (with boom cylinder, without counterweight, front linkage and track)	5120	11,290
Long Undercarriage	2600	5,730
Counterweight 2.2 mt (2.4 t)	2200	4,850
Boom (includes lines, pins and stick cylinder)		
Reach Boom – 4.65 m (15'3")	1010	2,230
Stick (includes lines, pins, bucket cylinder, and bucket linkage)		
R3.0 (9'10")	560	1,230
R2.8 (9'2")	530	1,170
R2.5 (8'2")	480	1,060
R3.0 (9'10") for Thumb	610	1,350
Track Shoe (Long/per two tracks)		
500 mm (20") Triple Grouser	1560	3,440
600 mm (24") Triple Grouser	1820	4,010
700 mm (28") Triple Grouser	2100	4,630
770 mm (30") Triple Grouser	2240	4,940
Blade		
2500 mm (8'2")	810	1,790
2600 mm (8'6")	810	1,790
2700 mm (8'10")	820	1,810

All weights are rounded up to nearest 10 kg and lb except for buckets. Kg and lb were rounded up separately so some of the kg and lb do not match.

Base machine includes 75 kg (165 lb) operator weight, 90% fuel weight, and undercarriage with center guard.

## Bucket and Stick Forces

Stick	Reach Boom 4.65 m (15'3")		
	R3.0 (9'10")	R2.8 (9'2")	R2.5 (8'2")
	kN (lbf)	kN (lbf)	kN (lbf)
General Duty Bucket			
Bucket Digging Force (ISO)	95 (21,400)	95 (21,400)	95 (21,400)
Stick Digging Force (ISO)	58 (13,100)	61 (13,800)	65 (14,700)
Bucket Digging Force (SAE)	85 (19,200)	85 (19,200)	85 (19,200)
Stick Digging Force (SAE)	57 (12,800)	60 (13,500)	64 (14,300)
Severe Duty Bucket			
Bucket Digging Force (ISO)	95 (21,300)	95 (21,300)	95 (21,300)
Stick Digging Force (ISO)	58 (13,100)	61 (13,800)	65 (14,700)
Bucket Digging Force (SAE)	84 (18,800)	83 (18,700)	83 (18,700)
Stick Digging Force (SAE)	57 (12,800)	60 (13,400)	63 (14,200)

# 312E Hydraulic Excavator Specifications

## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side















Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R3.0 (9'10")

Shoes – 700 mm (28") triple grouser with step

 7.5 m 25.0 ft kg lb	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		7.5 m/25.0 ft				m ft	
														
												*2550	*2550	4.37
												*2100	*2100	5.95
												*4,650	*4,650	19.26
								*3150	2550			*2000	*2000	6.86
								*6,900	5,500			*4,350	*4,350	22.39
												*2000	1800	7.35
												*4,350	3,950	24.09
												*2150	1700	7.52
												*4,550	3,750	24.67
												*2300	1700	7.38
												*5,000	3,750	24.20
												*2700	1850	6.91
												*5,900	4,100	22.63
												3550	2250	6.04
												7,900	4,950	19.69
												*4000	3400	4.53
												*8,800	7,750	14.54













Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.8 (9'2")

Shoes – 700 mm (28") triple grouser with step

 6.0 m 20.0 ft kg lb	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft				m ft			
														
												*2300	*2300	5.70
												*5,100	*5,100	18.45
												*2150	2150	6.65
												*4,750	*4,750	21.70
												*2150	1900	7.16
												*4,700	4,150	23.45
												*2250	1800	7.33
												*4,950	3,900	24.04
												*2500	1800	7.18
												*5,450	3,950	23.57
												*2950	1950	6.70
												*6,550	4,300	21.95
												3800	2400	5.80
												8,400	5,300	18.90
												*4100	3850	4.18
												*10,000	9,650	12.52

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

Always refer to the appropriate Operation and Maintenance Manual for specific product information.

## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side













Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.5 (8'2")

Shoes – 700 mm (28") triple grouser with step

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft				m ft	
												
6.0 m 20.0 ft	kg lb				*3350 *7,450	*3350 *7,450			*2450 *5,400	*2450 *5,400	5.37 17.35	
4.5 m 15.0 ft	kg lb				*3550 *7,750	*3550 *7,750	*3550 *7,100	2550 5,450	*2250 *4,950	*2250 *4,950	6.37 20.77	
3.0 m 10.0 ft	kg lb			*5850 *12,500	*5850 *12,500	*4350 *9,400	3800 8,200	*3750 8,200	2500 5,350	*2250 *4,900	2000 4,400	6.90 22.60
1.5 m 5.0 ft	kg lb			*8450 *18,150	6400 13,800	*5350 *11,500	3600 7,700	3750 8,000	2400 5,150	*2350 *5,100	1900 4,150	7.08 23.22
Ground Line	kg lb			*6900 *15,950	6100 13,150	5550 11,950	3400 7,350	3650 7,800	2300 4,950	*2600 *5,650	1900 4,200	6.93 22.72
-1.5 m -5.0 ft	kg lb	*4900 *10,900	*4900 *10,900	*9250 *20,000	6100 13,050	5500 11,800	3350 7,200	3600 7,750	2300 4,900	*3100 *6,800	2100 4,600	6.42 21.04
-3.0 m -10.0 ft	kg lb	*8750 *19,750	*8750 *19,750	*8100 *17,450	6150 13,250	*5500 *11,850	3400 7,300			4150 *9,250	2650 5,850	5.47 17.83














Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R3.0 (9'10")

Shoes – 600 mm (24") triple grouser

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		7.5 m/25.0 ft				m ft	
														
7.5 m 25.0 ft	kg lb											*2550 *2550	4.37	
6.0 m 20.0 ft	kg lb											*2100 *4,650	*2100 *4,650	5.95 19.26
4.5 m 15.0 ft	kg lb							*3150 *6,900	2550 5,400			*2000 *4,350	*2000 *4,350	6.86 22.39
3.0 m 10.0 ft	kg lb					*3900 *8,400	3800 8,150	*3450 *7,550	2450 5,250			*2000 *4,350	1750 3,900	7.35 24.09
1.5 m 5.0 ft	kg lb			*7600 *16,250	6450 13,850	*4950 *10,650	3550 7,600	3650 7,850	2350 5,000	*2150	1700	*2050 *4,550	1650 3,650	7.52 24.67
Ground Line	kg lb			*7850 *18,150	6000 12,850	5450 11,700	3350 7,150	3550 7,600	2250 4,800			*2300 *5,000	1700 3,700	7.38 24.20
-1.5 m -5.0 ft	kg lb	*4500 *10,050	*4500 *10,050	*9350 *20,250	5850 12,600	5350 11,450	3250 6,950	3500 7,500	2200 4,700			*2700 *5,900	1800 4,000	6.91 22.63
-3.0 m -10.0 ft	kg lb	*7500 *16,850	*7500 *16,850	*8550 *18,500	5900 12,700	5350 11,450	3250 6,950	3500	2200			3500 7,750	2200 4,850	6.04 19.69
-4.5 m -15.0 ft	kg lb			*6450 *13,700	6100 13,150	*4050	3400					*4000 *8,800	3350 7,600	4.53 14.54

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

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# 312E Hydraulic Excavator Specifications

## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.8 (9'2")

Shoes – 600 mm (24") triple grouser

Load Point Height	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		Load Radius Over Side		m ft	
	Front	Side	Front	Side	Front	Side	Front	Side	Front	Side		
6.0 m 20.0 ft	kg lb								*2300 *5,100	*2300 *5,100	5.70 18.45	
4.5 m 15.0 ft	kg lb				*3250 *7,150	*3250 *7,150	*3300 *7,250	2500 5,400	*2150 *4,750	2100 4,700	6.65 21.70	
3.0 m 10.0 ft	kg lb		*5250 *11,200	*5250 *11,200	*4050 *8,800	3750 8,100	*3600 *7,800	2450 5,250	*2150 *4,700	1850 4,050	7.16 23.45	
1.5 m 5.0 ft	kg lb		*7950 *17,050	6400 13,700	*5100 *11,000	3550 7,600	3650 7,850	2350 5,050	*2250 *4,950	1750 3,800	7.33 24.04	
Ground Line	kg lb		*7500 *17,350	6000 12,850	5450 11,700	3350 7,200	3550 7,650	2250 4,850	*2500 *5,450	1750 3,850	7.18 23.57	
-1.5 m -5.0 ft	kg lb	*4700 *10,450	*4700 *10,450	*9350 *20,200	5900 12,650	5350 11,500	3250 7,000	3500 7,550	2200 4,750	*2950 *6,550	1900 4,200	6.70 21.95
-3.0 m -10.0 ft	kg lb	*8000 *18,000	*8000 *18,000	*8400 *18,150	5950 12,800	5400 11,550	3250 7,050			3700 8,250	2350 5,200	5.80 18.90
-4.5 m -15.0 ft	kg lb			*6050 *6050						*4100 *10,000	3800 9,500	4.18 12.52

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.5 (8'2")

Shoes – 600 mm (24") triple grouser

Load Point Height	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		Load Radius Over Side		m ft	
	Front	Side	Front	Side	Front	Side	Front	Side	Front	Side		
6.0 m 20.0 ft	kg lb				*3350 *7,450	*3350 *7,450			*2450 *5,400	*2450 *5,400	5.37 17.35	
4.5 m 15.0 ft	kg lb				*3550 *7,750	*3550 *7,750	*3550 *7,750	2500 5,350	*2250 *4,950	*2250 *4,950	6.37 20.77	
3.0 m 10.0 ft	kg lb		*5850 *12,500	*5850 *12,500	*4350 *9,400	3750 8,050	3750 8,050	2450 5,250	*2250 *4,900	1950 4,300	6.90 22.60	
1.5 m 5.0 ft	kg lb		*8450 *18,150	6300 13,550	*5350 *11,500	3500 7,550	3650 7,850	2350 5,050	*2350 *5,100	1850 4,050	7.08 23.22	
Ground Line	kg lb		*6900 *15,950	6000 12,900	5450 11,750	3350 7,200	3550 7,650	2250 4,900	*2600 *5,650	1850 4,100	6.93 22.72	
-1.5 m -5.0 ft	kg lb	*4900 *10,900	*4900 *10,900	*9250 *20,000	5950 12,800	5400 11,600	3300 7,050	3550 7,600	2250 4,800	*3100 *6,800	2050 4,550	6.42 21.04
-3.0 m -10.0 ft	kg lb	*8750 *19,750	*8750 *19,750	*8100 *17,450	6050 13,000	5450 11,650	3300 7,150			4100 9,100	2600 5,700	5.47 17.83

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

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## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side















Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R3.0 (9'10")

Shoes – 500 mm (20") triple grouser

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		7.5 m/25.0 ft				m ft	
														
7.5 m 25.0 ft	kg lb											*2550 *2550	4.37	
6.0 m 20.0 ft	kg lb											*2100 *4,650	*2100 *4,650	5.95 19.26
4.5 m 15.0 ft	kg lb						*3150 *6,900	2500 5,350				*2000 *4,350	2000 *4,350	6.86 22.39
3.0 m 10.0 ft	kg lb					*3900 *8,400	3750 8,050	2400 5,150				*2000 *4,350	1750 3,800	7.35 24.09
1.5 m 5.0 ft	kg lb			*7600 *16,250	6350 13,600	*4950 *10,650	3500 7,500	3600 7,700	2300 4,950	*2150 1650		*2050 *4,550	1650 3,600	7.52 24.67
Ground Line	kg lb			*7850 *18,150	5900 12,650	5350 11,500	3300 7,050	3500 7,450	2200 4,750			*2300 *5,000	1650 3,600	7.38 24.20
-1.5 m -5.0 ft	kg lb	*4500 *10,050	*4500 *10,050	*9350 *20,250	5750 12,350	5250 11,250	3200 6,800	3400 7,350	2150 4,600			*2700 *5,900	1800 3,950	6.91 22.63
-3.0 m -10.0 ft	kg lb	*7500 *16,850	*7500 *16,850	*8550 *18,500	5800 12,500	5250 11,250	3200 6,850	3450	2200			3400 7,600	2150 4,800	6.04 19.69
-4.5 m -15.0 ft	kg lb			*6450 *13,700	6000 12,950	*4050	3300					*4000 *8,800	3300 7,500	4.53 14.54













Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.8 (9'2")

Shoes – 500 mm (20") triple grouser

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft				m ft		
													
6.0 m 20.0 ft	kg lb									*2300 *5,100	*2300 *5,100	5.70 18.45	
4.5 m 15.0 ft	kg lb					*3250 *7,150	*3250 *7,150	*3300 *7,250	2500 5,300	*2150 *4,750	2100 4,600	6.65 21.70	
3.0 m 10.0 ft	kg lb			*5250 *11,200	*5250 *11,200	*4050 *8,800	3700 8,000	*3600 *7,800	2400 5,150	*2150 *4,700	1800 4,000	7.16 23.45	
1.5 m 5.0 ft	kg lb			*7950 *17,050	6250 13,500	*5100 *11,000	3450 7,450	3600 7,700	2300 4,950	*2250 *4,950	1700 3,750	7.33 24.04	
Ground Line	kg lb			*7500 *17,350	5900 12,650	5350 11,500	3300 7,050	3500 7,500	2200 4,750	*2500 *5,450	1750 3,800	7.18 23.57	
-1.5 m -5.0 ft	kg lb	*4700 *10,450	*4700 *10,450	*9350 *20,200	5800 12,450	5250 11,300	3200 6,850	3450 7,400	2150 4,650		2950 6,500	1900 4,150	6.70 21.95
-3.0 m -10.0 ft	kg lb	*8000 *18,000	*8000 *18,000	*8400 *18,150	5850 12,600	5300 11,350	3200 6,900				3650 8,100	2300 5,100	5.80 18.90
-4.5 m -15.0 ft	kg lb			*6050	*6050						*4100 *10,000	3750 9,350	4.18 12.52

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

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# 312E Hydraulic Excavator Specifications

## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side













Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.5 (8'2")

Shoes – 500 mm (20") triple grouser

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft				m ft	
												
6.0 m 20.0 ft	kg lb				*3350 *7,450	*3350 *7,450			*2450 *5,400	*2450 *5,400	5.37 17.35	
4.5 m 15.0 ft	kg lb				*3550 *7,750	*3550 *7,750	*3550 *7,100	2450 5,250	*2250 *4,950	2250 4,950	6.37 20.77	
3.0 m 10.0 ft	kg lb			*5850 *12,500	*5850 *12,500	*4350 *9,400	3700 7,950	2400 5,150	*2250 *4,900	1950 4,250	6.90 22.60	
1.5 m 5.0 ft	kg lb			*8450 *18,150	6200 13,350	*5350 *11,500	3450 7,450	3600 7,700	*2350 *5,100	1800 4,000	7.08 23.22	
Ground Line	kg lb			*6900 *15,950	5900 12,700	5400 11,550	3300 7,100	3500 7,550	*2600 *5,650	1850 4,050	6.93 22.72	
-1.5 m -5.0 ft	kg lb	*4900 *10,900	*4900 *10,900	*9250 *20,000	5850 12,600	5300 11,350	3250 6,950	3500 7,450	2200 4,750	*3100 *6,800	2000 4,450	6.42 21.04
-3.0 m -10.0 ft	kg lb	*8750 *19,750	*8750 *19,750	*8100 *17,450	5950 12,800	5350 11,450	3250 7,050			4000 8,900	2550 5,600	5.47 17.83













Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R3.0 (9'10")

Shoes – 700 mm (28") triple grouser – Blade Down

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		7.5 m/25.0 ft				m ft
													
7.5 m 25.0 ft	kg lb										*2550 *2550		4.37
6.0 m 20.0 ft	kg lb										*2100 *4,650	*2100 *4,650	5.95 19.26
4.5 m 15.0 ft	kg lb							*3150 *6,900	3050 6,500		*2000 *4,350	*2000 *4,350	6.86 22.39
3.0 m 10.0 ft	kg lb					*3900 *8,400	*3900 *8,400	*3450 *7,550	2950 6,350		*2000 *4,350	*2000 *4,350	7.35 24.09
1.5 m 5.0 ft	kg lb			*7600 *16,250	*7600 *16,250	*4950 *10,650	4300 9,250	*3950 *8,500	2850 6,100	*2150 2050	*2050 *4,550	2050 4,450	7.52 24.67
Ground Line	kg lb			*7850 *18,150	7550 16,150	*5750 *12,500	4100 8,800	*4350 *9,400	2750 5,900		*2300 *5,000	2050 4,500	7.38 24.20
-1.5 m -5.0 ft	kg lb	*4500 *10,050	*4500 *10,050	*9350 *20,250	7400 15,850	*6100 *13,200	4000 8,550	*4500 *9,700	2700 5,750		*2700 *5,900	2250 4,900	6.91 22.63
-3.0 m -10.0 ft	kg lb	*7500 *16,850	*7500 *16,850	*8550 *18,500	7450 15,950	*5750 *12,450	4000 8,550	*3950 8,550	2700		*3600 *7,950	2700 5,950	6.04 19.69
-4.5 m -15.0 ft	kg lb			*6450 *13,700	*6450 *13,700	*4050 *4050	*4050				*4000 *8,800	*4000 *8,800	4.53 14.54

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

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## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.8 (9'2")

Shoes – 700 mm (28") triple grouser – Blade Down

Load Point Height	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		Load Radius Over Side		m ft	
	Front	Side	Front	Side	Front	Side	Front	Side	Front	Side		
6.0 m 20.0 ft	kg lb								*2300 *5,100	*2300 *5,100	5.70 18.45	
4.5 m 15.0 ft	kg lb				*3250 *7,150	*3250 *7,150	*3300 *7,250	3000 6,450	*2150 *4,750	*2150 *4,750	6.65 21.70	
3.0 m 10.0 ft	kg lb		*5250 *11,200	*5250 *11,200	*4050 *8,800	*4050 *8,800	*3600 *7,800	2950 6,300	*2150 *4,700	*2150 *4,700	7.16 23.45	
1.5 m 5.0 ft	kg lb		*7950 *17,050	*7950 *17,050	*5100 *11,000	4300 9,200	*4050 *8,750	2850 6,100	*2250 *4,950	2100 4,650	7.33 24.04	
Ground Line	kg lb		*7500 *17,350	*7500 *16,150	*5900 *12,700	4100 8,800	*4400 *9,550	2750 5,900	*2500 *5,450	2150 4,700	7.18 23.57	
-1.5 m -5.0 ft	kg lb	*4700 *10,450	*4700 *10,450	*9350 *20,200	7450 15,950	*6150 *13,250	4000 8,600	*4500 *9,700	2700 5,800	*2950 *6,550	2350 5,150	6.70 21.95
-3.0 m -10.0 ft	kg lb	*8000 *18,000	*8000 *18,000	*8400 *18,150	7500 16,100	*5700 *12,250	4000 8,650		*4050 *9,000	2850 6,350	5.80 18.90	
-4.5 m -15.0 ft	kg lb			*6050 *6050					*4100 *10,000	*4100 *10,000	4.18 12.52	

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.5 (8'2")

Shoes – 700 mm (28") triple grouser – Blade Down

Load Point Height	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		Load Radius Over Side		m ft	
	Front	Side	Front	Side	Front	Side	Front	Side	Front	Side		
6.0 m 20.0 ft	kg lb				*3350 *7,450	*3350 *7,450			*2450 *5,400	*2450 *5,400	5.37 17.35	
4.5 m 15.0 ft	kg lb				*3550 *7,750	*3550 *7,750	*3550 *7,100	3000 6,450	*2250 *4,950	*2250 *4,950	6.37 20.77	
3.0 m 10.0 ft	kg lb		*5850 *12,500	*5850 *12,500	*4350 *9,400	*4350 *9,400	*3750 *8,200	2950 6,300	*2250 *4,900	*2250 *4,900	6.90 22.60	
1.5 m 5.0 ft	kg lb		*8450 *18,150	7850 16,900	*5350 *11,500	4300 9,200	*4200 *9,050	2850 6,100	*2350 *5,100	2250 4,950	7.08 23.22	
Ground Line	kg lb		*6900 *15,950	*6900 *15,950	*6000 *13,000	4100 8,850	*4500 *9,750	2750 5,950	*2600 *5,650	2300 5,000	6.93 22.72	
-1.5 m -5.0 ft	kg lb	*4900 *10,900	*4900 *10,900	*9250 *20,000	7500 16,100	*6150 *13,300	4050 8,700	*4500 *9,650	2750 5,900	*3100 *6,800	2500 5,500	6.42 21.04
-3.0 m -10.0 ft	kg lb	*8750 *19,750	*8750 *19,750	*8150 *17,450	7600 16,300	*5500 *11,850	4100 8,750		*4200 *9,250	3150 6,950	5.47 17.83	

\* Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

Always refer to the appropriate Operation and Maintenance Manual for specific product information.

# 312E Hydraulic Excavator Specifications

## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R3.0 (9'10")

Shoes – 600 mm (24") triple grouser – Blade Down

Load Point Height	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		7.5 m/25.0 ft		Load at Maximum Reach		m ft	
	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb		
7.5 m 25.0 ft												*2550 *2550	4.37	
6.0 m 20.0 ft												*2100 *4,650	5.95 19.26	
4.5 m 15.0 ft							*3150 *6,900	2950 6,250				*2000 *4,350	6.86 22.39	
3.0 m 10.0 ft					*3900 *8,400	*3900 *8,400	*3450 *7,550	2850 6,100				*2000 *4,350	7.35 24.09	
1.5 m 5.0 ft			*7600 *16,250	*7600 *16,250	*4950 *10,650	4150 8,900	*3950 *8,500	2750 5,850	*2150	1950		*2050 *4,550	1950 4,300	7.52 24.67
Ground Line			*7850 *18,150	7200 15,450	*5750 *12,500	3950 8,450	*4350 *9,400	2650 5,650				*2300 *5,000	2000 4,350	7.38 24.20
-1.5 m -5.0 ft	kg lb	*4500 *10,050	*4500 *10,050	*9350 *20,250	7050 15,150	*6100 *13,200	3850 8,200	*4500 *9,700	2600 5,550			*2700 *5,900	2150 4,700	6.91 22.63
-3.0 m -10.0 ft	kg lb	*7500 *16,850	*7500 *16,850	*8550 *18,500	7100 15,250	*5750 *12,450	3850 8,250	*3950	2600			*3600 *7,950	2600 5,700	6.04 19.69
-4.5 m -15.0 ft	kg lb			*6450 *13,700	*6450 *13,700	*4050	4000					*4000 *8,800	3950 *8,800	4.53 14.54

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.8 (9'2")

Shoes – 600 mm (24") triple grouser – Blade Down

Load Point Height	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		Load at Maximum Reach		m ft			
	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb	kg lb					
6.0 m 20.0 ft										*2300 *5,100	5.70 18.45			
4.5 m 15.0 ft					*3250 *7,150	*3250 *7,150	*3300 *7,250	2900 6,250			*2150 *4,750	6.65 21.70		
3.0 m 10.0 ft			*5250 *11,200	*5250 *11,200	*4050 *8,800	*4050 *8,800	*3600 *7,800	2850 6,100			*2150 *4,700	7.16 23.45		
1.5 m 5.0 ft			*7950 *17,050	7600 16,350	*5100 *11,000	4150 8,900	*4050 *8,750	2750 5,850	*2250	2050		*2250 *4,950	2050 4,450	7.33 24.04
Ground Line			*7500 *17,350	7200 15,450	*5900 *12,700	3950 8,450	*4400 *9,550	2650 5,650				*2500 *5,450	2050 4,500	7.18 23.57
-1.5 m -5.0 ft	kg lb	*4700 *10,450	*4700 *10,450	*9350 *20,200	7100 15,250	*6150 *13,250	3850 8,250	*4500 *9,700	2600 5,600			*2950 *6,550	2250 4,950	6.70 21.95
-3.0 m -10.0 ft	kg lb	*8000 *18,000	*8000 *18,000	*8400 *18,150	7200 15,400	*5700 *12,250	3850 8,300					*4050 *9,000	2750 6,100	5.80 18.90
-4.5 m -15.0 ft	kg lb			*6050	*6050							*4100 *10,000	*4100 *10,000	4.18 12.52

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

Always refer to the appropriate Operation and Maintenance Manual for specific product information.

## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side













Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.5 (8'2")

Shoes – 600 mm (24") triple grouser – Blade Down

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft				m ft		
													
6.0 m 20.0 ft	kg lb				*3350 *7,450	*3350 *7,450					*2450 *5,400	*2450 *5,400	5.37 17.35
4.5 m 15.0 ft	kg lb				*3550 *7,750	*3550 *7,750	*3550 *7,100	2900 6,200			*2250 *4,950	*2250 *4,950	6.37 20.77
3.0 m 10.0 ft	kg lb			*5850 *12,500	*5850 *12,500	*4350 *9,400	*4350 9,350	*3750 *8,200	2850 6,100		*2250 *4,900	*2250 *4,900	6.90 22.60
1.5 m 5.0 ft	kg lb			*8450 *18,150	7550 16,150	*5350 *11,500	4100 8,850	*4200 *9,050	2750 5,900		*2350 *5,100	2150 4,750	7.08 23.22
Ground Line	kg lb			*6900 *15,950	*6900 15,450	*6000 *13,000	3950 8,500	*4500 *9,750	2650 5,700		*2600 *5,650	2200 4,800	6.93 22.72
-1.5 m -5.0 ft	kg lb	*4900 *10,900	*4900 *10,900	*9250 *20,000	7150 15,400	*6150 *13,300	3900 8,350	*4500 *9,650	2650 5,650		*3100 *6,800	2400 5,300	6.42 21.04
-3.0 m -10.0 ft	kg lb	*8750 *19,750	*8750 *19,750	*8100 *17,450	7250 15,600	*5500 *11,850	3900 8,400				*4200 *9,250	3000 6,700	5.47 17.83














Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R3.0 (9'10")

Shoes – 500 mm (20") triple grouser – Blade Down

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft		7.5 m/25.0 ft				m ft	
														
7.5 m 25.0 ft	kg lb											*2550 *2550	4.37	
6.0 m 20.0 ft	kg lb											*2100 *4,650	*2100 *4,650	5.95 19.26
4.5 m 15.0 ft	kg lb							*3150 *6,900	2850 6,050			*2000 *4,350	*2000 *4,350	6.86 22.39
3.0 m 10.0 ft	kg lb					*3900 *8,400	*3900 *8,400	*3450 *7,550	2750 5,900			*2000 *4,350	*2000 *4,350	7.35 24.09
1.5 m 5.0 ft	kg lb			*7600 *16,250	7350 15,800	*4950 *10,650	4000 8,550	*3950 *8,500	2650 5,650	*2150	1900	*2050 *4,550	1900 4,150	7.52 24.67
Ground Line	kg lb			*7850 *18,150	6900 14,800	*5750 *12,500	3800 8,100	*4350 *9,400	2550 5,450			*2300 *5,000	1900 4,150	7.38 24.20
-1.5 m -5.0 ft	kg lb	*4500 *10,050	*4500 *10,050	*9350 *20,250	6750 14,500	*6100 *13,200	3700 7,900	*4500 *9,700	2500 5,350			*2700 *5,900	2050 4,550	6.91 22.63
-3.0 m -10.0 ft	kg lb	*7500 *16,850	*7500 *16,850	*8550 *18,500	6800 14,600	*5750 *12,450	3700 7,900	*3950	2500			*3600 *7,950	2500 5,500	6.04 19.69
-4.5 m -15.0 ft	kg lb			*6450 *13,700	*6450 *13,700	*4050	3800					*4000 *8,800	3800 8,600	4.53 14.54

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

Always refer to the appropriate Operation and Maintenance Manual for specific product information.

# 312E Hydraulic Excavator Specifications

## Reach Boom Lift Capacities



Load Point Height



Load at Maximum Reach



Load Radius Over Front



Load Radius Over Side

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.8 (9'2")

Shoes – 500 mm (20") triple grouser – Blade Down

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft				m ft	
6.0 m 20.0 ft	kg lb									*2300 *5,100	*2300 *5,100	5.70 18.45
4.5 m 15.0 ft	kg lb				*3250 *7,150	*3250 *7,150	*3300 *7,250	2800 6,000		*2150 *4,750	*2150 *4,750	6.65 21.70
3.0 m 10.0 ft	kg lb			*5250 *11,200	*5250 *11,200	*4050 *8,800	*4050 *8,800	*3600 *7,800	2750 5,900	*2150 *4,700	2100 4,550	7.16 23.45
1.5 m 5.0 ft	kg lb			*7950 *17,050	7300 15,650	*5100 *11,000	4000 8,550	*4050 *8,750	2650 5,650	*2250 *4,950	1950 4,300	7.33 24.04
Ground Line	kg lb			*7500 *17,350	6900 14,800	*5900 *12,700	3800 8,150	*4400 *9,550	2550 5,450	*2500 *5,450	2000 4,350	7.18 23.57
-1.5 m -5.0 ft	kg lb	*4700 *10,450	*4700 *10,450	*9350 *20,200	6800 14,600	*6150 *13,250	3700 7,950	*4500 *9,700	2500 5,350	*2950 *6,550	2150 4,750	6.70 21.95
-3.0 m -10.0 ft	kg lb	*8000 *18,000	*8000 *18,000	*8400 *18,150	6850 14,750	*5700 *12,250	3700 8,000			*4050 *9,000	2650 5,850	5.80 18.90
-4.5 m -15.0 ft	kg lb			*6050 *6050						*4100 *10,000	*4100 *10,000	4.18 12.52

Boom – 4.65 m (15'3")

Counterweight – 2.2 mt (2.4 t)

Bucket – None

Stick – R2.5 (8'2")

Shoes – 500 mm (20") triple grouser – Blade Down

	1.5 m/5.0 ft		3.0 m/10.0 ft		4.5 m/15.0 ft		6.0 m/20.0 ft				m ft	
6.0 m 20.0 ft	kg lb				*3350 *7,450	*3350 *7,450				*2450 *5,400	*2450 *5,400	5.37 17.35
4.5 m 15.0 ft	kg lb				*3550 *7,750	*3550 *7,750	*3550 *7,100	2800 6,000		*2250 *4,950	*2250 *4,950	6.37 20.77
3.0 m 10.0 ft	kg lb			*5850 *12,500	*5850 *12,500	*4350 *9,400	4200 9,050	*3750 *8,200	2750 5,850	*2250 *4,900	2200 4,850	6.90 22.60
1.5 m 5.0 ft	kg lb			*8450 *18,150	7200 15,500	*5350 *11,500	3950 8,550	*4200 *9,050	2650 5,650	*2350 *5,100	2100 4,550	7.08 23.22
Ground Line	kg lb			*6900 *15,950	*6900 14,800	*6000 *13,000	3800 8,150	*4500 *9,750	2550 5,500	*2600 *5,650	2100 4,650	6.93 22.72
-1.5 m -5.0 ft	kg lb	*4900 *10,900	*4900 *10,900	*9250 *20,000	6850 14,700	*6150 *13,300	3750 8,000	*4500 *9,650	2550 5,450	*3100 *6,800	2300 5,100	6.42 21.04
-3.0 m -10.0 ft	kg lb	*8750 *19,750	*8750 *19,750	*8100 *17,450	6950 14,950	*5500 *11,850	3750 8,100			*4200 *9,250	2900 6,450	5.47 17.83

\*Indicates that the load is limited by hydraulic lifting capacity rather than tipping load. The above loads are in compliance with hydraulic excavator lift capacity standard ISO 10567:2007. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping load. Weight of all lifting accessories must be deducted from the above lifting capacities. Lifting capacities are based on the machine standing on a firm, uniform supporting surface. The use of a work tool attachment point to handle/lift objects, could affect the machine lift performance.

Always refer to the appropriate Operation and Maintenance Manual for specific product information.

## Work Tool Offering Guide\*

Boom Type	Reach Boom		
	R3.0 (9'10")	R2.8 (9'2")	R2.5 (8'2")
Hydraulic Hammer	H110Es H115Es	H110Es H115Es	H110Es H115Es
Mobile Scrap and Demolition Shear	S320B**	S320B**	S320B**
Compactor (Vibratory Plate)	CVP75	CVP76	CVP75
Contractors' Grapple	G112B	G112B	G112B
Trash Grapple			
Thumbs			
Center-Lock Pin Grabber Coupler			
Dedicated Quick Coupler			

These work tools are available for the 312E.  
Consult your Cat dealer for proper match.

\*Matches are dependent on excavator configurations. Consult your Cat dealer for proper work tool match.

\*\*Boom mount.

# 312E Hydraulic Excavator Specifications

## Bucket Specifications and Compatibility

	Width		Capacity		Weight		Fill	Reach Boom			
	mm	in	m <sup>3</sup>	yd <sup>3</sup>	kg	lb		%	R3.0 (9'10')	R2.8 (9'2')	R2.5 (8'2')
<b>Without Quick Coupler</b>											
General Duty (GD)	450	18	0.20	0.27	276	608	100%	●	●	●	●
	600	24	0.31	0.40	326	719	100%	●	●	●	●
	750	30	0.41	0.54	374	823	100%	●	●	●	●
	900	36	0.53	0.69	423	932	100%	●	●	●	●
	1050	42	0.65	0.84	469	1,034	100%	⊙	●	●	⊙
	1200	48	0.76	1.00	510	1,125	100%	X	X	X	X
Severe Duty (SD)	600	24	0.31	0.40	367	810	90%	●	●	●	●
	750	30	0.41	0.54	425	936	90%	●	●	●	●
	900	36	0.53	0.69	483	1,065	90%	●	●	●	●
	1050	42	0.65	0.84	529	1,166	90%	●	●	●	●
Maximum load pin-on (payload + bucket)							kg	1745	1835	1970	1695
							lb	3,846	4,044	4,342	3,736
<b>With Center Lock Quick Coupler</b>											
General Duty (GD)	450	18	0.20	0.27	276	608	100%	●	●	●	●
	600	24	0.31	0.40	326	719	100%	●	●	●	●
	750	30	0.41	0.54	374	823	100%	●	●	●	●
	900	36	0.53	0.69	423	932	100%	●	●	●	●
	1050	42	0.65	0.84	469	1,034	100%	⊙	●	●	⊙
	1200	48	0.76	1.00	510	1,125	100%	⊖	⊙	⊙	⊖
Severe Duty (SD)	600	24	0.31	0.40	367	810	90%	●	●	●	●
	750	30	0.41	0.54	425	936	90%	●	●	●	●
	900	36	0.53	0.69	483	1,065	90%	●	●	●	●
	1050	42	0.65	0.84	529	1,166	90%	●	●	●	●
Maximum load with coupler (payload + bucket)							kg	1499	1589	1724	1449
							lb	3,304	3,503	3,800	3,194

The above loads are in compliance with hydraulic excavator standard EN474, they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity with front linkage fully extended at ground line with bucket curled.

Capacity based on ISO 7451.

Bucket weight with Long tips.

\* Densities with 3.0 m (9'10') thumb stick do not consider thumb weight.

### Maximum Material Density:

- 2100 kg/m<sup>3</sup> (3,500 lb/yd<sup>3</sup>)
- ⊙ 1800 kg/m<sup>3</sup> (3,000 lb/yd<sup>3</sup>)
- ⊖ 1500 kg/m<sup>3</sup> (2,500 lb/yd<sup>3</sup>)
- X Not recommended

Caterpillar recommends using appropriate work tools to maximize the value customers receive from our products. Use of work tools, including buckets, which are outside of Caterpillar's recommendations or specifications for weight, dimensions, flows, pressures, etc. may result in less-than-optimal performance, including but not limited to reductions in production, stability, reliability, and component durability. Improper use of a work tool resulting in sweeping, prying, twisting and/or catching of heavy loads will reduce the life of the boom and stick.

## 312E Standard Equipment

Standard equipment may vary. Consult your Cat dealer for details.

### ENGINE

- C4.4 diesel engine
- Biodiesel capable
- Meets EPA Tier 4 Interim emission standards
- 2300 m (7,500 ft) altitude capability
- Electric priming pump
- Automatic engine speed control
- Economy and high power modes
- Two-speed travel
- Side-by-side cooling system
- Radial seal air filter
- Primary filter with water separator and water separator indicator
- Secondary filter
- Screen filter in fuel line
- Cold weather battery -25° C (-13° F)
- Jump start receptacle

### HYDRAULIC SYSTEM

- Regeneration circuit for boom and stick
- Reverse swing dampening valve
- Automatic swing parking brake
- High-performance hydraulic return filter
- Capability of installing HP stackable valve and medium and QC valve
- Capability of installing additional auxiliary pump and circuit
- Capability of installing boom lowering control device and stick lowering check valve
- Fine swing control

### CAB

- Pressurized operator station with positive filtration
- Sliding upper door window (left-hand cab door)
- Glass-breaking safety hammer
- Removable lower windshield with in cab storage bracket
- Coat hook
- Beverage holder
- Literature holder
- AM/FM radio
- Radio with MP3 auxiliary audio port
- Two 12V stereo speakers
- Storage shelf suitable for lunch or toolbox
- Color LCD display with indicators, filter/fluid change, and working hour information
- Adjustable armrest
- Height adjustable joystick consoles
- Neutral lever (lock out) for all controls
- Travel control pedals with removable hand levers
- Capability of installing two additional pedals
- Two power outlets, 10 amp (total)
- Travel alarm
- Laminated glass front upper window and tempered other windows
- Sunscreen

### UNDERCARRIAGE

- Grease Lubricated Track GLT2, resin seal
- Towing eye on base frame

### COUNTERWEIGHT

- 2.2 mt (2.4 t)

### ELECTRICAL

- 80 amp alternator
- Circuit breaker
- Capability to electrically connect a beacon

### LIGHTS

- Halogen boom light (left side)
- Time delay function for boom light and cab light
- Exterior lights integrated into storage box

### SECURITY

- Cat one key security system
- Door locks
- Cap locks on fuel and hydraulic tanks
- Lockable external tool/storage box
- Signaling/warning horn
- Secondary engine shutoff switch
- Openable skylight for emergency exit
- Rearview camera-ready



## 312E Optional Equipment

Optional equipment may vary. Consult your Cat dealer for details.

### ENGINE

Quick drains, engine and hydraulic oil

### HYDRAULIC SYSTEM

Control pattern quick-changer, two way  
Auxiliary hydraulics  
Boom and stick lines  
High-pressure line  
Medium-pressure line  
Cat quick coupler line – high-pressure capable  
Boom lowering and stick lowering control device  
Cat Bio hydraulic oil

### CAB

Cab hatch emergency exit  
Seat, high-back air suspension with heater and cooling  
Seat, high-back air suspension with heater  
Seat, high-back mechanical suspension  
Windshield wiper, lower with washer  
Air pre-filter  
Left foot switch  
Left pedal  
Straight travel pedal  
Rain protector  
Cab mirror  
Ashtray

### UNDERCARRIAGE

500 mm (20") triple grouser shoes  
600 mm (24") triple grouser shoes  
700 mm (28") triple grouser shoes  
770 mm (30") triple grouser shoes  
Rubber pad for 500 mm (20") triple grouser shoes  
Guard, heavy-duty bottom  
Center track guiding guard  
Segmented (2 piece) track guiding guard  
2500 mm (8'2") blade with replaceable cutting edge  
2600 mm (8'6") blade with replaceable cutting edge  
2700 mm (8'10") blade with replaceable cutting edge  
Swivel guard

### FRONT LINKAGE

Quick coupler  
Bucket linkage, without lifting eye  
4.65 m (15'3") reach boom  
2.5 m (8'2") stick  
2.8 m (9'2") stick  
3.0 m (9'10") stick  
3.0 m (9'10") thumb-ready stick

### LIGHTS

Working lights, cab mounted with time delay  
HID lights, cab mounted with time delay  
Halogen boom lights (right side)

### SECURITY

FOGS, bolt-on  
Side steel bumper  
Guard rail  
Guard, cab front, mesh  
Guard, vandalism  
Rearview camera

### TECHNOLOGY

Cat Grade Control Depth and Slope  
Product Link

# 312E Hydraulic Excavator

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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AEHQ6616 (01-2012)  
(Americas)

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

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# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: C.I. WALKER MACHINERY Co. Signed: M. S. Con

Date: 6/25/12 Title: SALES REPRESENTATIVE

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: C.I. Walker Machinery Co.

Authorized Signature: M. J. Com Date: 6/25/12

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 25 day of June, 20 12

My Commission expires January 4, 20 22

AFFIX SEAL HERE

NOTARY PUBLIC Ashley N. Sutherland

