RESOLUTION 2016-083       PASSED: JUNE 27, 2016

APPROVAL OF A REQUEST TO AWARD THE BID OF A NEW JOHN DEERE LOADER TRACTOR WITH EXTENDIBLE BACKHOE AND 1,100 POUND CLASS HYDRAULIC HAMMER TO WEST SIDE TRACTOR SALES COMPANY IN THE AMOUNT OF $114,500.

WHEREAS, the City of DeKalb is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, it is in the best interest of the City to purchase vehicles and equipment for the Public Works Department; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the City Council of the City of DeKalb hereby authorizes the Mayor to enter into a purchase agreement with West Side Tractor Sales Company on terms and conditions acceptable to him, for the purpose of purchasing a new loader tractor with extendible backhoe and hydraulic hammer, without requiring further authorization or approval of City Council, provided that any costs or expenses to be incurred within the present budget years are within the scope of the then approved budget, and provided that any expenditures proposed to be incurred in future years shall require Council approval through passage of a future budget.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27th day of June, 2016, and approved by me as Mayor on the same day. Passed by a roll call vote of 8-0. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey. Nay: Jacobson.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
Bid/Proposal Cover Sheet

Name of Project: Purchase of one new heavy duty industrial, 100+ HP 4wd loader backhoe equipped with hydraulically operated extendible backhoe, front end loader and specified equipment attachments.

General Description of Project: The City of DeKalb Water Division is requesting bids for the replacement of a 2002 410G John Deere Loader with extendible backhoe. Bid consideration will be given to manufacturers of loader tractors with extendible backhoes where specifications meet or exceed the performance specifications as outlined in Exhibit F Bid Specifications. The tractor shall be new and of the manufacturer’s latest standard industrial model now in production and shall be the model recommended to match the backhoe and loader attachments supplied. The bid shall also include those items listed under Additional Equipment under Exhibit F: Wain Roy XLS Manual Coupler w/ pin to match existing bucket inventory, Wain Roy 24” HD Bucket w/ TK Style Teeth and 1100 pound Class Hammer with a minimum of 3.15” Moll Point. In addition, the bid price shall include the trade in value of a 1997 John Deere 310SE Backhoe Loader w/ Bucket with 2,400 hours of operation.

Website Link: www.cityofdekab.com

Type of Bid:
☒ Bid for Goods
☐ Bid for Services
☐ Request for Qualifications
☐ Request for Proposals

City Representative:
Name: Bryan Fairey, Superintendent - Water
E-Mail: bfairey@cityofdekab.com
Phone: 815-748-2050

Bid Release Date: February 24, 2016
Last Day for Questions: March 14, 2016
Pre-Bid Meeting: Not Applicable
Question Response Date: March 15, 2016
Bid Due Date: April 4, 2016

Attendance Mandatory: ☐ Yes ☒ No
Deadline: 2:00 P.M.

All Bids must be received at the City Clerk’s Office at City of DeKalb Municipal Hall, 200 S. Fourth Street, DeKalb, IL 60115 at not later than 2:00 p.m. on the Bid Due Date outlined above.

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.
City of DeKalb

Legal Notice

Invitation for Bid

The City of DeKalb, IL will accept sealed bids for the purchase and delivery of one new loader backhoe for City of DeKalb – Water Division.

Specifications and all Contract Documents are available on-line on the City of DeKalb’s web page at www.cityofdekals.com and search current bids. They may also be obtained from the City of DeKalb City Clerk’s Office, 200 S. Fourth Street, DeKalb, IL 60115. Bids will be received by a Deputy City Clerk, in the City Clerk’s Office, at the above address until April 4, 2016 at 2:00 p.m. All bids will be publicly opened immediately thereafter.
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission’s Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor’s obligations under the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission’s Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission’s Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission’s Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of DeKalb does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

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Section 1: STANDARD CONDITIONS

1.00 General Bid Notes:
The City Council of the City of DeKalb reserves the right to accept or reject any and all bids, to waive any technicalities, discrepancies, or information in the bids, or to waive competitive bidding and negotiate directly with one or more contractors. The City also reserves the right to divide the contract into multiple agreements and to have multiple parties complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Bid Specifications shall be directed to the City’s Representative at the contact information provided on the Bid Cover Sheet. All detailed questions concerning the actual bid specification are to be forwarded in writing.

Following bid opening, review, and the City’s receipt of an award recommendation, pending contract awards will be posted on the City of DeKalb’s web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the City Manager’s Office at 815-748-2090 at least one (1) week prior to this public meeting if possible.

All costs incurred in the preparation, submission and/or presentation of any proposal including any Bidder’s travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the City.

ALL RESPONDING BIDDERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS BID PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO), IN ORDER TO SUBMIT A VALID BID.

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.

1.01 Contract Documents:
Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the “Contract Documents.” For the purpose of this bid, the word “City” shall refer to the City of DeKalb, and the word “Bidder” or “Contractor” shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes of any provision in here requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, contractors and subcontractors. The “City Representative” shall be the person so indicated on the Bid/Proposal Cover Sheet.

1.02 Interpretation of Contract Documents:
Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-bid meeting. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents. In the event that there is no pre-bid meeting, requests for information must be received by the City Representative at least ten days prior to bid opening. The City reserves the right to determine what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.
1.03 Electronic Bid Documents:
Bidders that download PDF documents from the City of DeKalb’s internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-bid meeting (if marked as mandatory) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the City and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the City, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Bidders must provide an email address which can be used by the City to send bid addenda or other official communications. All Bidders must sign off and acknowledge receipt of all bid addenda. The form of Bid Addenda is attached hereto as Exhibit J.

1.04 Submittal of Bid:
Bids must be submitted to the City Clerk’s Office at 200 S. Fourth Street, DeKalb, Illinois, 60115 no later than 2:00 P.M. Bids arriving after the specified time will not be accepted, even in cases of delay by train. Bids will not be accepted at any other location or by any other City personnel. Any bids erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder’s name, address, subject matter and document number of bid as indicated in the specification, and designated date and time of the bid opening. All bids must be clearly marked at the top of each side of the envelope: “Official Bid: Do Not Open.” Bids will only be accepted by delivery or US mail; bids will not be accepted by facsimile, e-mail, internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of bid).

1.04.01 Pre-bid Meeting:
A pre-bid meeting will be held at the DeKalb City Hall, 200 S. Fourth Street, DeKalb, IL, at the date and time indicated on the Bid Cover Sheet for the purpose of familiarizing Bidders with the project and answering questions. Bidders shall be completely familiar with the entire bid specification and all Contract Documents prior to attending the meeting and shall come prepared to ask questions.

Attendance at the pre-bid meeting is not mandatory unless indicated as Attendance Required on the Bid Cover Sheet. Strong consideration will be given to the Contractor’s clear understanding and familiarity with the City’s needs in determining an award of Contract.

1.05 Withdrawal of Bid:
Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Bidders must submit a written request to withdraw their bid, which must be received by the City, at the stated location for bid submission, prior to bid opening.

1.06 Bidder’s Qualifications:
No award will be made to any Bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City’s decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

1.07 Preparation of Bid:
The Bidder’s submittal shall include the completed Bid Sheet and Detailed Bid Sheet found in the Contract Documents. The City will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.
1.08 Compliance with Laws:
The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

1.09 Alternate to Bids:
Any reference in these specifications to manufacturer’s name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City’s written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase Alternate Bid shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the Bid Sum, the Bid Deposit, if required, shall be ample or be increased to cover the alternate Bid Sum or the entire bid may be rejected. Alternate bids should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate bid in the manner as best suits the City, and to accept an alternate bid deemed adequate without rebidding or waiver of bid.

1.10 Form of Contract:
The form of contract between the City and the successful Bidder will be in the form attached hereto as Exhibit D.

1.11 Freedom of Information Act (FOIA):
The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

1.12 Bid Review:
The City reserves the right to reject any or all bids, to waive any irregularities or disregard any informality in the bids and bidding, and/or to waive competitive bidding and negotiate with one or more bidders or non-bidders directly when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Bid Sheet. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City.

Bidders are required, if requested to do so, to effect a demonstration of the item/service being bid if the City feels it has insufficient knowledge of the item/service operations or performance capability. Such demonstration shall be at a site which is most convenient and agreeable to the affected City personnel. If the bid specifications require the submission of samples, such samples shall be submitted to the City at no cost, at or prior to the deadline for submitting bids. All samples become the property of the City upon submission.

1.13 Bid Results:
Following the bid opening and review period, pending contract awards will be posted on the City’s Internet website under the http://www.cityofdekalb.com web page. Bid tabulations posted on-line represent “as read” submittals at time of the bid opening. They do not represent contract award.
1.13.01 Bid Protest:
Firms wishing to protest bids or awards should notify the City Representative in writing within three (3) days after the bid opening. This notification should include the bid number, the name of the firm protesting, and a detailed description as to why the firm is protesting the bid. The City Representative shall respond to said protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded bid. If the firm wishes to appeal the determination of the City Representative, it may provide a written notice to the City Manager within two (2) business days of the date of release of the City Representative’s decision: the City Manager shall thereafter review and decide the protest, and the decision of the City Manager shall be final.

1.14 Delivery:
Where the bid involves the sale or delivery of materials or goods, all materials shipped to the City must be shipped F.O.B. delivered to the designated location specified in the description of Work, DeKalb, Illinois. If special delivery terms are required (e.g. forklift, ramp, etc.), the Bidder is responsible for providing the same unless otherwise noted. The City accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City personnel. The City reserves the right to refuse acceptance of delivered merchandise that differs from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

1.15 Inspections:
The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.

1.16 Pricing:
For bids involving the sale of materials or supplies, unit prices shall be shown for each unit on which there is a bid, and shall be inclusive of all charges necessary to comply with the terms and conditions of this bid (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In the case of a mistake in the extension of price, unit prices shall govern. All prices must be typewritten or written in ink; no erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid.
CITY OF DEKALB

INVITATION FOR BID

3.01 Intent:
The intent of these specifications is to solicit sealed bids from reputable contractors who are capable of providing the specified products and services. The use of the words “Contractor” and “Contract” in this document refer to the firm whose services would be engaged upon successful acceptance of a bid and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

3.02 Scope:
The Scope of this bid shall include completion of the Work as described in the attached Exhibit F.

The bid shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor’s services for this project and shall indemnify the City from any damages caused as a result thereof.

In the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures. Improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed, replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the event of any City or publicly-owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to bidding on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnities from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work.

The successful Contractor shall execute a contract in the form attached hereto as Exhibit D within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the bid security of the Contractor as liquidated damages, and to annul the award of the bid to the Contractor (and to either rebid the Work to contract with another bidder).

3.03 Qualifications:
The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor’s and the Contractor’s subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City.
Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No bid will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities, experience, equipment and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to it. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsible bidder. In determining the responsibility of the bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources. The contract will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the bidder to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

3.03.01 Professional Services Selection Act:
The City of DeKalb complies with the Professional Services Selection Act, 50 ILCS 510/5 with regard to the selection of parties to perform covered professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection does not apply to services covered by said act.

3.04 Contract Management:
This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

3.05 Protection of Public and Private Property:
The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor's operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other Federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.

3.06 Concurrent Operations:
The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.

3.07 Licenses and Permits:
The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.
3.08 Severability:
If any portion of this Contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the Contract shall remain in full force and effect.

3.09 Accidents:
In the event of accidents of any kind, the Contractor shall immediately notify the City Supervisor and Police Department to secure a police report for insurance purposes, and shall provide a full accounting of all details of the accident. The Contractor shall furnish the City’s Legal Department with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Contractor shall cooperate fully with any investigation of an accident which occurs on City property or within City buildings.

3.10 Sexual Harassment:
The City will not tolerate any act of sexual harassment by Contractors and their employees. Violation of this policy will be considered grounds for terminating either the Contract or the Contractor’s employee from work on this Contract.

3.11 Blood-borne Pathogens Exposure Control Plan:
The Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1910.1030 require the City and its contractors to develop a written exposure control plan for blood-borne pathogens for their employees. Prior to execution of this agreement, the successful Contractor shall supply the City with a copy of their Blood-Borne Pathogens Exposure Control Plan, which shall be subject to the review of and approval by the City as a condition of the contract. The successful Contractor shall also identify any other applicable regulations relating to the performance of its obligations and shall comply with such obligations (and submit a written plan to the City if required under the applicable regulations). This plan shall include engineering controls, work practices, personal protective equipment, employee training, and recordkeeping procedures for all employees who could be exposed to blood-borne pathogens. Each Contractor shall be responsible for identifying covered employees, developing an exposure control plan, training employees, identifying and providing Personal Protective Equipment, and developing recordkeeping measures. Education and training records must be kept by the Contractor, to include: name of employee, date(s) of training, and employee job title. The plan(s) shall be available to the City upon request. Contractor’s employees shall assume that all human blood and body fluids containing human blood are infected with blood-borne pathogens and shall follow the guidelines established by the Contractor.

3.12 Term of Contract:
The initial term of this Contract shall run from one (1) year subject, however, to the right of the City to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

The following provisions apply only if checked:

☐ One time contract, no term after delivery.

☐ Upon normal expiration of the Contract, the Contractor shall continue, at the sole option of the City, to provide services on a month by month basis, under the same terms and conditions, for a period not to exceed four (4) months.

☐ Upon mutual agreement, this contract may be extended for _________________, upon a ninety (90) day written notice from the City of its intention to exercise this option. A one (1) time economic adjustment for labor, material, supplies, and equipment costs shall be allowed for each one (1) year extension to the Contract after the initial one (1) year Contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous twelve (12) month period.
The initial Contract places no obligation on the City to appropriate funds, and continuation of this Agreement beyond the initial term of the Contract and Contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the City for this work.

3.13 References:
Bidders shall provide a list of not less than five (5) current customers with their bid submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well. See Attached Sheet

3.14 Special and Unforeseen Work:
Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a bid price per man-hour for the performance of the additional work as bid on the Bid Sheet. Requests for additional work shall be authorized in writing only through the Director or designee.

Contractor shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by the City or City Indemnities. Contractor's sole remedy for a City-caused delay shall be a day-for-day extension of time to complete the Contract.

3.15 Exceptions:
Any exceptions to the specifications are to be noted on the Detail Exceptions Sheet and included with the bid at the time of submittal.

3.16 Communications:
The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor's expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

3.17 Security and Access:
The Contractor may be working in several areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. All areas shall be secured when the Contractor has completed their daily operations.

Access cards or keys will be furnished to the Contractor for designated staff to use while in performance of the awarded contract. The access cards or keys will be issued from and shall be returned to a designated City employee at the completion of the contract. The Contractor's representative shall sign for each access card or key set received and a log shall be maintained by the City. The City Representative may establish additional restrictions relative to any access cards or key sets.

3.18 Hours of Work:
The Contractor shall schedule normal work hours for crews that consider the hours of operations for its services. The Contractor shall provide to the City Representative, for his or her approval, a schedule of proposed regular working hours for all buildings prior to the start-up of the Contract. Any changes in these regularly scheduled
hours shall require prior written notice to end approval by the City Representative. All proposed hours of work shall comply with the then current City of DeKalb noise ordinances as may be in effect, for work performed in the City of DeKalb.

3.19—Handling of Waste:
The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and biohazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

3.20—Work Crew Supervision:
The Contractor shall provide qualified supervisors to supervise each crew engaged in work under the Contract. The Supervisors shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s) which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily.

The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

3.21—Contractor’s Personnel:
The Contractor shall be expected to supply a sufficient number of personnel to be able to complete all workmanship standards as set forth in these specifications. All of the Contractor’s personnel shall be fluent in both written English, where essential to the performance of responsibilities, and spoken conversational English, self-motivated, capable of working without direct supervision, and have received appropriate training in order to deal with sexual harassment and biohazard handling situations.

☐ The following bracketed paragraph applies only if this section is checked.

All Contractor employees shall display City approved photo identification badges while working on City premises. No employees shall be allowed access to any area without displaying the required identification badge. Employees shall wear uniforms, which shall consist of a shirt/blouse and pants, consistent in color and appearance, featuring a company identification patch at all times while working on City premises. The City shall be informed of any changes in the uniform articles that the Contractor plans to introduce; uniforms shall be subject to pre-approval by the City.

3.21.01 Background Investigation:
Where the Contractor is engaging in work of a sensitive nature or working in an environment with exposure to confidential information, or under such other circumstance as the City shall deem appropriate, the City may require the Contractor to comply with the terms of this section 3.21.01. In such case, prior to commencing work, the Contractor shall submit to the Chief of Police, or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and drivers license numbers of all employees to be engaged in work specified herein, or having access to the buildings in an inspecting or supervisory capacity, and
the Contractor shall cause to be completed fingerprint charts and personal history statements of all employees. No employees shall commence work at any time during the Contract period until the above-listed information has been submitted to and written clearance received from the Chief of Police. The Contractor shall provide written authorization for prospective employees for the City to perform the security clearances required in this Contract. Employees of the Contractor shall be subject to the same standards of pre-employment examinations as regular full-time employees of the City and shall be held to the same standards of conduct. The Contractor will provide and maintain a current list of employees working on the City account to include locations and times at locations. Copies of the listing shall be issued to the Chief of Police, Director, and Foreman.

The City shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for Contractor's employees. Employees whom the City deems careless, disreputable, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from performing work.

**MATERIALS AND EQUIPMENT**

4.01 **City to Furnish:**
In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City's express, written consent.

4.02 **Contractor to Furnish:**
The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

The Contractor shall make available to the City samples of the supplies they propose to use to enable the City to assess product quality and safety. If for any reason the City objects to the use of a given product, the Contractor shall discontinue use and find a substitute that is acceptable to the City. Quality assessment shall be at the sole judgment of the City, whose decision shall be final.

All products supplied and used under this Contract shall be new and within product expiration dates. Expired products will not be used. They must meet all applicable federal, state, and local standards for product safety. *Products and containers shall be properly labeled* to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.

4.03 **Standards and Workmanship:**
It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished under this Contract. More detailed standards and specifications are provided later in these specifications.

4.03.01 **Restrictive or Ambiguous Specifications:**
It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City not later than at the pre-bid meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.
PERFORMANCE AND PAYMENT

5.01 Disputes:
The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.

5.02 Payment:
Payment for all work completed and accepted will be made on a monthly basis (where possible, based upon the schedule for submittal of items to regularly scheduled City Council meetings) per the Contract prices including other agreements authorized in writing as per Special and Unforeseen Work. The Contractor shall submit an itemized monthly invoice, by facility, to the City for all work completed during the month, on or before the first Monday of the following month.

The Contractor shall also submit with the monthly invoice their current price list, and a copy of the Contractor’s invoice for the applicable supplies provided to the City, all of which is for informational purposes only. The City will make payment within thirty (30) days of receipt of invoice and acceptance by the City.

5.02.01 Taxes:
No charge will be allowed for taxes which the City is exempt from paying. The City of DeKalb is not liable for the Illinois Retailers’ Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from Federal Excise and Transportation Tax.

3.28. Penalties:
Any deficiency communicated in writing to the Contractor, and not corrected within the time limits allotted by the City Representative, shall become subject to a financial penalty for nonperformance or substandard performance (including inappropriate materials and equipment). Penalties, if any, shall be withheld from the monthly payment by the City. Penalties, if applied, do not limit the right of the City to seek other redress for nonperformance or substandard performance. Penalties shall be assessed per occurrence. The purpose of penalties is to ensure quality of service to the City. For the purpose of penalties, the monthly fee shall be the yearly price divided by twelve (12). Assessment of any penalty shall in no way absolve the Contractor from the responsibility to complete or correct the unsatisfactory or uncompleted work. The City reserves the right to set aside additional retention if deemed necessary by the City to protect against any deficient performance or to otherwise protect the City’s interests.
Exhibit A: Detailed Cost Sheet

Note: The total extended cost must be transferred to the Bid Sheet. Failure of the Bidder to complete the Detailed Cost Sheet OR transfer the extended total cost to the Bid Sheet may be cause for rejection of the bid submittal.

City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115

Bid Opening: Monday April 4, 2:00 p.m.

Company Name: Westside Tractor Sales co. Telephone: 815-791-6398
Address: 1400 W. Ogden Ave. Fax: 630-355-7173
City, State, Zip: Naperville, IL 60563 Email: tate@westsidetractorsales.com
Contact Person: Tate Van Overmeiren

BID PRICE:

4WD Loader Tractor with Extendable Backhoe $135,500.

Specifications found on Exhibit F. Above bid shall include all items listed under Exhibit F including those listed under Additional Equipment: Wain Roy XLS Manual Coupler w/pin to match existing bucket inventory, Wain Roy 24" HD Bucket w/TK Style Teeth and 1100 pound Class Hammer with a minimum of 3.15" Moil Point.

TRADE IN:

1997 John Deere 310 SE Backhoe Loader with Bucket $21,000.

List any and all deviations from minimum specifications:

Unit shall be equipped with 2-lever controls unless pilot controls are desired. There is no extra cost involved.

________________________________________________________________________

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of DeKalb the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Tate Van Overmeiren
Signature of Authorized Representative

Name and Title of Authorized Representative
Exhibit B: Bid Sheet

Note: the Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: **West Side Tractor Sales Co.**

Total, Not-To-Exceed Price: **$114,500.**
(Include total cost of new Backhoe Loader plus all attachments including those items listed under Additional Equipment less trade-in value of 1997 John Deere Backhoe)

☒ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

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<td>If yes, have you included all required information with your bid submittal?</td>
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<tr>
<td>Are your subcontractors registered to do business with the City?</td>
<td>YES</td>
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</tbody>
</table>

- OR-

**INDEMNIFICATION:** The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein. except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.

**TOTAL PRICE:** The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.
West Side Tractor Sales Co.

Bidder's Firm Name

1400 West Ogden Ave.

Street Address

Naperville IL 60563

City State Zip Code

815-791-6398

Phone Number

4-4-2016

Date

T. VanOeveren - Field Sales Rep

Signed Name and Title

Tate VanOeveren - Field Sales Representative

Print Name and Title

tate@westsidetractorsales.com

E-mail Address

630-355-7173

Fax Number
**Exhibit C: Detailed Exceptions Sheet**

**EXCEPTIONS:** Any exception to any term of this document or to the Agreement must be clearly noted on the Detail Exceptions Sheet(s). Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

**DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH BID SHEET. ATTACH ADDITIONAL PAGES IF NECESSARY.**

Bidder’s exceptions are:

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Exhibit F: Bid Specifications

Bid specifications for 100+HP Backhoe Loader

Engine

Yes ✓  No ___ Four Cylinder, turbocharged, isolation mounted diesel engine and shall be designed and built by the manufacturer.

Yes ✓  No ___ Engine shall be certified to EPA Final Tier 4 / EU Stage IV emissions.

Yes ✓  No ___ Engine shall have a individually replaceable, wet-sleeve cylinder liner design to dissipate heat for reduced ring wear and oil breakdown.

Yes ✓  No ___ Engine displacement shall be no less than 275 cu. in.

Yes ✓  No ___ Engine rated net peak power (ISO9249) shall be no less than 110 hp @ 2,200 rpm.

Yes ✓  No ___ Engine shall develop at least 330 lb-ft net torque at 1400 rpm minimum.

Yes ✓  No ___ Daily check points shall be accessible from one side of the engine and shall be done from ground level.

Yes ✓  No ___ Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance.

Yes ✓  No ___ Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light.

Yes ✓  No ___ Unit shall be equipped with Diagnostic Oil Sampling ports for Engine Oil, Engine Coolant, Transmission Oil, and Hydraulic Oil independent of each other.

Yes ✓  No ___ The backhoe shall have an underhood after treatment device (DOC/DPF) with curved-end exhaust stack.

Yes ✓  No ___ The backhoe shall have a one-piece tilt hood for easy engine access without having to remove engine side shields.

Yes ✓  No ___ Engine shall have no more than 30-micron rated primary fuel filter with water separator.

Yes ✓  No ___ Engine shall have no more than 2-micron rated secondary fuel filter.

Yes ✓  No ___ Unit shall be equipped with a factory 110V Engine Coolant Heater.

Yes ✓  No ___ Engine will be equipped with a water-in-fuel sensor.

Cooling

Yes ✓  No ___ Engine coolant shall be rated to -40 degrees.

Yes ✓  No ___ The backhoe shall be equipped with an oil-to-water engine oil cooler.

Yes ✓  No ___ Unit shall have an electronically-controlled, variable rate suction-type fan with guard for reduced Hp draw, reduced fuel consumption and quieter operation.

Yes ✓  No ___ Foldout, hinged cooling system shall allow for efficient clean out. Remote mounted transmission and hydraulic coolers will offer better air exchange and fewer stacked cores.

Yes ✓  No ___ The hydraulic and transmission circuits will be water cooled for fast winter warm-up for increased productivity.

Power Train

Yes ✓  No ___ The transmission shall be a hydraulically actuated power shift with torque converter with maximum transport speed of 23mph; fully synchronized five forward (automatically shifts between 4th and 5th gears), three reverse speeds.

Yes ✓  No ___ The axle will be mechanical -front-wheel-drive (MFWD) with traction control limited-slip differential with electric on/off control.

Yes ✓  No ___ The axle will be sealed with no breather to protect against contamination.

Yes ✓  No ___ The clutch engaged MFWD can be engaged on the fly during operation.

Yes ✓  No ___ The machine will disengage MFWD in 4th gear to allow for longer life of tires and drive train and reduced fuel consumption.

Yes ✓  No ___ Machine will automatically engage MFWD when brakes are applied for four wheel braking.

Yes ✓  No ___ The transmission shall be isolation mounted to the mainframe to minimize shock load stress.

Yes ✓  No ___ The rear axle shall have a differential lock, electric foot-actuated as standard equipment.

Yes ✓  No ___ The operator can enable a differential lock protection in the monitor, which will not allow the differential lock to be engaged above 1000 rpm to prevent damage to components.
The single electric Transmission Control Lever will have gear selection fully integrated in the lever as well as forward, neutral and reverse (FNR power shuttle).

Transmission oil cooler shall be provided as standard equipment

The backhoe shall have hydrostatic power steering with emergency manual mode

The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine RPMs return to idle

The final drives shall be heavy-duty outboard planetary distributing loads over four gears sealed in oil bath for long-life and trouble free service.

The front axle shall have remote grease bank for front axle for easy access.

The rear axle bearings shall be self-lubricating and shall not need to be greased

The service brakes shall be inboard, wet-multiple disk, self-adjusting and self equalizing and hydraulically actuated for a long and trouble-free life, sealed from water, mud and dust contamination

The parking brake shall be independent of service brakes, spring applied, hydraulically released. Wet multi-disc, self-adjusting and sealed from water, mud and dust contamination.

Park brake when applied shall disengage the transmission and shall not be able to be *driven through* and will automatically apply when engine is shut off.

**Hydraulic System**

Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside air temperatures

The hydraulic filter shall be no more than 6 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.

Machine shall be equipped with Auto Idle to lower rpm when hydraulics are not active to conserve fuel and reduce noise levels

Machine shall be equipped with Economy Mode with dual feature that can be applied to backhoe or loader functions separately or together for improved fuel economy.

An automatic bucket return-to-dig control will be standard

Unit shall have a separate hydraulic circuit with lines and coupler to run hand held hydraulic tools

Hydraulic pump shall be 42 gpm at 2,200 rpm at 3,625 psi axial piston pump, pressure compensating, load sensing

The backhoe shall have a 12 volt system with min 100 amp alternator

Unit shall be equipped with dual maintenance free batteries shall be included, 300-min reserve rated capacity, 1900 CCA with disconnect and remote jump posts

Backhoe will be equipped with a 110V engine block heater

The starter shall have a bypass start safety cover

Strobe mount on Cab with Strobe Light

Unit shall be equipped with 10 halogen driving/working lights, (4) front driving/working; (4) rear; (2) side docking lights. The front lights shall be adjustable and the bulbs shall be no less than 32,500 candelepower each.

Unit shall be equipped with a minimum 3-year Telematics systems that can provide fleet management, logistics and remote diagnostics capabilities free of charge.

Unit shall be equipped with two front and two rear turn signal/flashing and two rear stop and tail lights and two rear reflectors

**Operator Station**

Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds

Backhoe shall have factory installed (2) external rear view mirrors

Unit shall be equipped with ride control

3" retractable seat belt shall be provided

Coat hook, built-in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlets shall be provided

Unit shall be equipped with illuminated electronic gauges with audible warning for: engine coolant temperature, transmission oil temperature and fuel level.
The monitor system shall have audible and visual warnings: engine air restriction, low alternator voltage, engine oil pressure and temperature, hydraulic filter restriction, parking brake on/off, after treatment temperature, transmission oil temperature, fuel, hour meter and low brake pressure. The seat belt will have a digital warning.

Machine will be equipped with a Sealed Switch Module for easy location of controls on the right hand console and increased durability.

The monitor will have a multi-language (English, French and Spanish) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information.

Machine manufacturer will provide a factory installed onboard security system for total machine integration. System will have the ability to accommodate no less than ten operator codes.

Machine shall be enabled with Machine Security, enabled through the monitor.

Unit shall have digital display for: engine rpm, engine hours, system voltage.

The foot throttle shall be suspended for rust prevention measures.

A factory installed AM/FM/WB radio shall be standard equipment

The machine will have Standard Cab and air conditioner from the factory.

The seat shall be suspension vinyl swivel, with fully adjustable armrests and lumbar support. A cloth suspension seat option will be provided at no additional charge.

General Specifications

Vandal protection shall cover the instrument panel. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.

The tilt hood shall have two service positions for easy operation.

An easy to read periodic maintenance and grease chart shall be easily accessible on the machine.

Fuel tank capacity shall be no less than 35 gallons and shall be accessible from the ground and lockable. DEF tank to be no less than 4 gallons and accessible from ground and lockable.

Fluid levels should be easily checked by sight gauges, dipsticks or overflow tank.

Overall Vehicle

Unit shall be factory equipped with at least 1250# front counterweight

Machine shall be equipped with an exterior mounted, ground level accessed and lockable storage compartment

Tires size shall be 21L-24 Tires Rear and 12.5x80-18 12 Ply Tires Front. Bias Ply. (No 10 Ply tires)

Backhoe

Unit shall have one way flow aux hydraulics with lines kit to run a hammer if needed

Machine shall be equipped with a lift mode to increase craning capacity

Reach from center of swing pivot with dipperstick retracted shall be a minimum of 19'9”

Extensible dipperstick shall extend no less than 4 ft.

Unit shall be equipped with Accu Swing or manufacturer’s optional cushioned boom swing

Dipperstick shall have a serrated edge for lifting and help holding material/object in place

Unit shall be equipped with a factory bolt on Backhoe Boom Protection Plate

With a 24” x 7.5 Cu Ft bucket with extendable dipperstick retracted shall have the capability of 10,000# minimum lift

Maximum SAE dig depth with extendible dipperstick extended shall be no less than 18 ft. 8 in.

The stabilizer shall have reversible pads

Minimum Digging Force with a 24” x 7.5 Cu Ft bucket bucket cylinder shall be 17,000 lbs. min

Minimum Digging Force with a 24” x 7.5 Cu Ft bucket crowd cylinder shall be 10,000 lbs. min

Bucket rotation shall have a min of 180 degrees

The backhoe boom shall be a power curve design, hourglass shape for maximum strength and optimized visibility to the work tool.

The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame

Unit shall be equipped with two lever mechanical (ISO) backhoe controls
The machine will be factory installed pilot backhoe controls with pattern-selection feature.

The swing casting shall have dual yokes: on top and on the bottom.

Loader

Loader shall be equipped with a pin on 1.3 Yrd Multipurpose Bucket (MP) with Aux Hyd.

Lift Capacity with 1.3 cu yd Multipurpose bucket at full height shall be at least 6000 lbs.

Dump Clearance with bucket at 45 deg. shall be no less than 8 ft. 8 in.

Digging depth below ground, 1.3 cu yd MP bucket level shall be no less than 6 in.

Bucket breakout force with a 1.3 cu yd MP bucket force shall be no less than 9800 lb.

The loader shall have hydraulic self-leveling and bucket-level indicator.

Bucket rollback angle should be a minimum of 40 degrees

Bucket dump angle shall be a minimum of 45 degrees

A single lever with integrated proportional electrohydraulic control of auxiliary loader operation shall be factory installed when machine is equipped with auxiliary hydraulics. Lever is also equipped with clutch disconnect, momentary MFWD and MFWD on/off.

For truck loading, the loader arms will have a curved-knee design for loading into the center of the truck bed.

Loader shall have a single cylinder and linkages for tilt and curl on bucket.

Loader shall have a dual cylinder and linkages for tilt and curl on bucket.

ADDITIONAL EQUIPMENT

Unit shall be installed with a Wain Roy XLS Manual Coupler w/pin, to match customer's existing bucket inventory.

Unit shall be equipped with a Wain Roy 24" HD Jaw Bucket w/TK Style Teeth.

Unit shall include an 1100# Class Hammer with a minimum of 3.15" Moli Point, hoses, and couplers.

All pricing shall include an Operators Training, Safety, and Maintenance class.

Unit shall be delivered with an Operators Manual, Safety Manual and Parts CD.

Total Pricing will include all Freight, Prep, and Labor to make unit job ready upon delivery.
Exhibit G: Project Checklist

<table>
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Warranty/RetentionPolicy/Maintenance Bond Instructions:

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1 It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.
Exhibit H: Subcontractor Listing

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

#2:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
Exhibit I: City Punchlist and Acceptance Notice

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

Punchlist items for correction:

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<th>Item Description</th>
<th>Date Corrected and Approved by City Representative</th>
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Date of Punchlist Item Completion and Project Completion: ______________
(Note: the following day shall serve as the first day of the warranty period for this project).

City Representative Certification:

I, __________________ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

_________________________________________ Date
Signature

Contractor Certification:

I, __________________ (Contractor's Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City's satisfaction, and that this project is otherwise ready for final payout.

_________________________________________ Date
Signature