

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For Purchase

of a

SKID STEER



BRUCE KILMER
Mayor

KATHIE GRINZINGER
City Manager

Prepared By:
Division of Public Works

RANDY CHESNEY
Interim DPW Director

February 2011

City of Mt. Pleasant, Michigan
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CITY HALL

320 W. Broadway • 48858-2447
(989) 779-5300

PUBLIC SAFETY

804 E. High • 48858-3595
(989) 779-5100

PUBLIC WORKS

1303 N. Franklin • 48858-4682
(989) 779-5400

**NOTICE TO BIDDERS
2011 WWTP SKID STEER BID**

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on Tuesday, March 1, 2011, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "**2011 WASTEWATER TREATMENT PLANT SKID STEER BID – MARCH 1, 2011.**"

Proposals are solicited for the purchase of the following:

One (1) Diesel-Powered Skid Steer, per specifications

Bid pricing shall include delivery, set-up and start-up at our location.

No bid bond will be required for this bid.

Complete Plans and Specifications are available at the Public Works Building, 1303 N. Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, 8:00 a.m. to 4:30 p.m. To view and download complete plans and specifications at no charge, visit the City of Mt. Pleasant's website at www.mt-pleasant.org/depts/engineering/biddinginfo.htm

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the City.

Steve Hein
Wastewater Plant Supervisor
(989) 779-5451

Jeremy Howard
City Clerk

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS

1. **Proposals**

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. **Comparison of Bids**

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9,999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. **Time**

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. **Indemnification**

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

- a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.
- b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.
- c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

12. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the

Name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility for Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

[Form24a]

City of Mt. Pleasant, Michigan
BID PROPOSAL

2011 WWTP SKID STEER BID

TO: Office of the City Clerk
City Hall
320 W. Broadway Street
Mt. Pleasant, MI 48858

BID DATE: March 1, 2011
TIME: 1:30 p.m.

The undersigned, as Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding of the same Contract; that he has carefully read and examined the Contract Documents, including the Notice to Bidders, Instructions, Bond Forms, Technical and Detailed Specifications, and Contract Drawings, for the designated work and understands all of the same; that he, or his representative, has made such a personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work; and he proposes and agrees that if this Proposal is accepted, he will contract with the Owner in the form of the Contract hereto annexed, to provide necessary machinery, tools, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents, including Addenda No. __, __, and __, in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth to furnish Contractor Bonds and Insurance required of the Contractor by the Contract Documents, and that he will take in full payment therefore the unit prices set forth in the following Proposal.

The Bidder understands that the Owner reserves the right to reject any or all bids, and to waive any irregularities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving the bids.

Upon receipt of a written Notice of Award of the Bid, the Bidder shall execute the formal Contract Agreement attached hereto within ten (10) days and shall deliver to the Owner a Surety Bond or Bonds required. In the event the Contract and Bond are not executed within the time above set forth, the Bid Deposit attached in the sum of five percent (5%) of the Bid Proposal shall become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written Notice to Proceed executed by the Owner and to fully complete the project as stipulated in the Special Conditions of these Specifications. The Bidder further agrees to pay as liquidated damages the sum indicated in the Special Conditions for each consecutive calendar day thereafter, until substantial completion, that is when all work items in the proposal are complete and notification of substantial

completion of work items and final quantities is given to the Director of Public Works by the contractor.

The below unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds specified, and the Bidder agrees to perform all of the work described in the Specifications and/or shown on the Plans for the following unit prices:

DESCRIPTION	AMOUNT
One (1) Diesel-Powered Skid Steer	\$ _____ (figures)
	_____ and ____/100 Dollars. (written)

RESPECTFULLY SUBMITTED,

Company Name _____

Address _____

City _____ ST _____ ZIP _____

Telephone _____ Fax _____

Email _____

Authorized Signature _____

Print or Type Name and Title _____

Date _____

City of Mt. Pleasant, Michigan
NOTICE OF AWARD

TO: _____

PROJECT Description: 2011 WWTP SKID STEER BID

THE CITY OF MT. PLEASANT (CITY) has considered your BID submitted March 1, 2011, for the above-described WORK in response to its NOTICE TO BIDDERS and INSTRUCTIONS TO BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of _____ Dollars and ___/100 (\$_____).

You are required by the INSTRUCTIONS TO BIDDERS to execute the AGREEMENT and furnish the required CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT within ten (10) days from the date of this NOTICE, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated _____, 2011.

CITY OF MT. PLEASANT, MICHIGAN
Owner

By: _____
Randy Chesney, Interim Director
Division of Public Works

RECEIPT OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____.

Contractor

By: _____
Print or Type Name and Title

City of Mt. Pleasant, Michigan
AGREEMENT

2011 WWTP SKID STEER BID

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the CITY OF MT. PLEASANT, MICHIGAN, a Michigan municipal corporation, whose principal offices are located at City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, hereinafter referred to as CITY and _____, hereinafter referred to as CONTRACTOR, for the considerations stated herein, agree as follows:

1. The CONTRACTOR agrees to forthwith perform specified services in accordance with the Specifications attached hereto and incorporated herein by reference.
2. The CITY shall pay to the CONTRACTOR, and the CONTRACTOR shall accept as full payment for the performance of this work, subject to any additions or deductions provided for, the total contract price of _____ DOLLARS and ____/100 (\$_____). Such payment shall be made within thirty (30) days of receipt of any invoice, pending completion and acceptance of work performed.
3. In the event of any disagreement or controversy arising between the parties hereto as to the meaning of the Specifications, the interpretation of the proper execution of this contract, the amount of work to be performed, measurements and quantities, material(s) to be used, rate of progress, or other disputes under this contract, such disagreement or controversy shall be submitted to the Mt. Pleasant Division of Public Works, and the decision of the Director of Public Works shall be final.
4. All work shall be performed in strict compliance with the Specifications attached hereto.
5. In the event the CITY determines, at any time, that the work to be performed hereunder is not being performed in a good, substantial, workmanlike or timely manner, the CITY may suspend or terminate work hereunder without any liability to the CITY.
6. It is understood and agreed that the Notice to Bidders, Proposal, Specifications, and all Addenda prepared for this project are all essential documents of this contract and are incorporated as a part of this Agreement by reference.

7. In the event that any provision of any part of this contract conflicts with the provision(s) of another part of the contract, the provisions contained in the document first listed below, when applicable, shall govern:
- a) Agreement
 - b) Addenda
 - c) Special Conditions of Contract
 - d) Contract Drawings
 - e) Approved Shop and Working Drawings and Change Orders
 - f) Contractor's Proposal and Bid Schedule
 - g) Detailed Specifications
 - h) Technical Specifications
 - i) Instructions to Bidders
 - j) Notice to Bidders
8. This agreement shall be binding upon the personal representatives, successors and assigns of the parties hereto.

In the WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

WITNESS:

CITY OF MT. PLEASANT

By: _____
Bruce Kilmer, Mayor

WITNESSES:

Contractor

By: _____
Signature-authorized officer

Print or Type Name & Title

[Form43]

City of Mt. Pleasant, Michigan

NOTICE TO PROCEED

TO: _____

DATE:

PROJECT description: 2011 WWTP SKID STEER

You are hereby notified to commence WORK by _____, in accordance with the CONTRACT dated _____, and you are to complete the WORK by _____.

CITY OF MT. PLEASANT, MICHIGAN
Owner

By: _____
Randy Chesney, Interim DPW Director
Division of Public Works

RECEIPT OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged this _____ day of _____.

(Company)

By: _____
(Print or Type Name and Title)

City of Mt. Pleasant, Michigan
2011 WWTP Skid Steer Bid

GENERAL SPECIFICATIONS

General

The City of Mt. Pleasant is accepting bids for the purchase of a new diesel powered skid steer. It is not the intent of these specifications, where brand names are quoted, to eliminate other models, but rather to set minimum standards. The unit shall be delivered F.O.B. to the City of Mt. Pleasant's Division of Public Works office, 1303 North Franklin Street, Mt. Pleasant. All advertisements and logos shall be removed before payment will be authorized. The City of Mt. Pleasant reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. Any alternate bid, unless requested by the City, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and at the opinion of the City, may result in rejection of the bid.

The new unit shall meet or exceed OSHA, Federal, State, R.O.P.S., F.O.P.S. and local safety standards, laws, rules, and ordinances. The unit shall be delivered clean and free of defects. All fluids shall be at the levels per manufacturer's recommendations. The unit shall be made of quality materials using state of the art construction procedures. The unit shall be made to withstand all forces and pressure common to a skid steer at its peak output and its rated load without any instability, deformation or distortion to the components and parts. The complete package shall be the responsibility of the successful bidder to fulfill. Items not called out in these specifications that are integral to the skid steer and its operation shall be considered incidental and included in the bid price.

DEVIATIONS – Any omissions or changes from specifications shall be explained in detail by the bidder and shall constitute a deviation from specifications. Bidders must clearly describe all deviation from these specifications in writing, either in the margin or on an attached sheet. **Failure to indicate deviations may be considered grounds for disqualifying a bid.** Any alternate bid, insertions, omissions or changes to the terms and conditions, specifications, or any other requirements of this bid, unless requested by the City, may be considered non-responsive and may result in rejection of the bid.

Submission and Receipt of Bids

Bids shall be received before the specified time of opening as designated on the proposal form. **NO LATE BIDS WILL BE ACCEPTED.** Bidders shall use the bid documents furnished and none other may be accepted. Bids are considered received when in the possession of the Office of the City Clerk. All bids shall be labeled with the bid name, as well as the aforementioned bid opening date and time on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted

for each model being bid and all bids shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. Bids shall be mailed or hand-delivered to the Office of the City Clerk, City of Mt. Pleasant, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, **before** the stated deadline. **No faxed or electronic bids will be accepted.**

Responsive Bids

All pages and the information requested herein shall be furnished completely in compliance with the instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept or reject any item in the bids.

Official Documents

The City of Mt. Pleasant shall accept NO CHANGES to the bid document made by the bidder unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the bidder's responsibility to acquire knowledge of any change, modifications, or additions to the Authorized Version of the bid document. Any bidder who submits a bid and later claims no knowledge of any change, modifications or additions made by the City of Mt. Pleasant to the Authorized Version of the bid document shall be bound by the bid.

Interpretation of Bid and/or Contract Documents

Any interpretation to a bidder regarding the Bid and/or Contract documents or any part thereof is valid only if given by the City's Division of Public Works. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written), dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Division of Public Works. All inquiries shall be made within a reasonable time before the stated deadline, in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this bid will be on file in the Public Works Division. It shall be the bidder's responsibility to make an inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Specifications

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City's applicable standard specifications and any special specifications outlined in the bid document. Reference to a particular trade name,

manufacturer's catalogue, or model number are made for descriptive purposes only to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

Pricing

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

Quantities

Unless indicated otherwise, all quantities stated are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

Delivery

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:00 a.m. to 3:30 p.m. Monday through Friday.

Taxes, Terms and Conditions

The City of Mt. Pleasant is exempt from Federal Excise and State Sales Tax. Please review the State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification at <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm>. The City's tax number is G38-6004717. Payment terms are Net 30 days upon receipt and acceptance.

Award

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City of Mt. Pleasant reserves the right to accept or reject any or all bids in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document, the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent.

Withdrawal of Bids

Bids may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made before the bid deadline. No bid may be withdrawn for at least 90 days after the bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder, the Division of Public Works staff, by discretion, may reject such a bid upon presentation of a letter by the Bidder, which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

Default Conditions

In case of default by the contractor, the City of Mt. Pleasant may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Division of Public Works may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder. Such an error may be subject to default conditions.

Infringements and Indemnifications

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents, or employee.

City of Mt. Pleasant, Michigan
2011 WWTP Skid Steer Bid

SPECIFICATIONS

Bidders are required to complete this specification by indicating in the provided space whether the proposed unit complies with each specified item. If the unit complies completely with an item, indicate this with an "X". If the unit does not comply, please list the unit's specification for that item (attach additional pages if necessary). **Failure to indicate deviations may be considered grounds for disqualifying a bid. Literature and detailed specifications sheets for the make and model of the proposed equipment must accompany bid.**

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city. The bid will be awarded based upon cost, supplier's ability to meet or exceed specifications, and other standard equipment advantageous to the operation of the backhoe/loader. Reliability, ease of maintenance, and previous experience with the make and/or model of equipment may also be considered when awarding the bid.

	<u>Complies with Specification</u>	<u>Bidder's Specification</u>
ENGINE:		
Diesel, 63 HP at 2300 rpm	_____	_____
Certified to interim Tier 4 emissions	_____	_____
Operating capacity of 2,000 lbs.	_____	_____
Tipping load, standard, 4,000 lb.	_____	_____
Auto idle	_____	_____
Automatic fan-belt tensioner	_____	_____
Automatic preheat	_____	_____
Electronic injection system	_____	_____
Extended-life engine coolant	_____	_____
5-micron primary fuel filter and water separator	_____	_____
Initial engine oil fill	_____	_____
Cold weather package	_____	_____
Engine compartment:		
• Easily accessible fluid level check points	_____	_____

Complies with
Specification

Bidder's
Specification

COOLANT SYSTEM:

Coolant recovery tank

Cool-on demand cooling system

Reversing fan drive

POWERTRAIN:

High-strength adjustment-free final-drive chains

Spring-applied hydraulically released wet-disc
park brake

Wet-disc brakes

HYDRAULIC SYSTEM: Pump – Type & GPM rating

Hydraulic system with cushioned boom cylinders

Quick-check hydraulic fluid-level sight glass

5-micron hydraulic filter

High-flow hydraulics

Pump Capacity & Pressure

- Standard Pump Flow, 20 gpm (L/min)

Auxiliary Hydraulics:

- Plumbed to boom for hydraulic attachments

- To include all hydraulic lines, quick disconnects,
hydraulic valves and any other hardware
necessary to run the attachments

ELECTRICAL:

Automatic shutdown with alarm

Auxiliary hydraulics operator-presence system

	<u>Complies with Specification</u>	<u>Bidder's Specification</u>
Instrumentation EMU to include:		
- Operator-selectable monitoring	_____	_____
- Hour meter	_____	_____
- Engine RPM	_____	_____
- Battery voltage	_____	_____
- Diagnostics	_____	_____
- EMU configuration	_____	_____
- Engine coolant temperature	_____	_____
- Hydraulic oil temperature/LED warning indicators		
• Glow plug	_____	_____
• Seat switch	_____	_____
• Seat belt	_____	_____
• Door open	_____	_____
• Auxiliary hydraulics	_____	_____
• Park brake engaged	_____	_____
• 2-speed engaged	_____	_____
• Stop	_____	_____
• Low engine oil pressure	_____	_____
• Engine coolant overheating	_____	_____
• Low battery	_____	_____
• Air filter restriction	_____	_____
• Hydraulic filter restriction	_____	_____
Front and rear halogen work lights	_____	_____
Triple interlock operator-presence control system	_____	_____
Battery, 750 CCA	_____	_____
Back-up alarm	_____	_____
OPERATOR'S COMPARTMENT:		
Quick-pivot ROPS/FOPS cab with seat, equipped with seat belt	_____	_____
Enclosed cab with door	_____	_____
Cab heater and defroster	_____	_____
Inside rearview mirror(s)	_____	_____
Adjustable foot pedals	_____	_____
Electronic push-button auxiliary controls	_____	_____
Grab handles	_____	_____

Complies with
Specification

Bidder's
Specification

OPERATOR'S COMPARTMENT CONT.

Gauges or display:

- Fuel gauge
- Battery voltage
- Engine coolant temperature
- Hour meter
- Top-mounted strobe/beacon light

Pull-down lap bar

Rear window

Top window

Water-shedding deluxe vinyl seat

12-volt power port/dome light/cargo storage

LIGHTING SYSTEM:

- Rear work lights
- Front running lights
- Front loading lights
- 4-way hazard lights

PAINT: Industrial enamel

SHIPPING WEIGHT: Please list the shipping weight

xxxxxxxxxxxxxxx

DELIVERY DATE: Unit shall arrive by June 30, 2011

UTILITY BUCKET:

One (1) front utility bucket, 72" wide minimum

Shall be heavy duty with bolt-on cutting edge

All pivot points shall be bushed with removable bushings and serviceable grease fittings

All hydraulic lines shall be protected at points where rubbing or excessive bending may occur

All pivot points shall have removable inner bushings with serviceable grease fittings

PALLET FORK ASSEMBLY:

One (1) 48" front pallet fork assembly

ADDITIONAL BID SPECIFICATIONS:

Operating and Maintenance Instructions: Two (2) complete sets of operating and maintenance manuals, parts lists, price lists, and repair manuals shall be furnished at or before the time of delivery.

Warranty: The manufacturer's warranty for the complete unit shall be submitted in writing with the bid. The warranty shall provide for the replacement of all defective parts during the warranty period. Such replacement shall be performed at no cost to the City. The warranty period shall not be less than one (1) year or 1500 usage hours from the date of delivery on the engine and machine components. The warranty shall also include the cost of transportation of the unit to and from the repair facility.

Training: If requested by the City, the successful Bidder shall provide, at no cost to the City, operator and mechanic training seminars after delivery of the unit. The training shall be held at the City of Mt. Pleasant's Division of Public Works building, located at 1303 North Franklin Street, Mt. Pleasant, Michigan 48858, unless notified otherwise, and shall be of sufficient length of fully acquaint and train all operators and mechanics. The City reserves the right to request a demonstration of the proposed equipment before award of the bid.