



**County of St. Clair, Illinois  
Public Building Commission**

**Project Manual**

## **Procurement of Backhoe Loader**

**Solicitation No 2015-01**

**February 16, 2015**

**Prepared By:**



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SECTION A

**OFFICIAL NOTICE TO BIDDERS**

FOR  
PROCUREMENT OF BACKHOE LOADER  
FOR  
MIDAMERICA ST. LOUIS AIRPORT  
COUNTY OF ST. CLAIR, ILLINOIS  
SOLICITATION NO 2015-01

**OWNER:** St. Clair County, Illinois, through the Public Building Commission, hereby gives notice that sealed bids will be received from qualified vendors for furnishing of the following equipment: **new, demo or slightly used Backhoe Loader of similar or equal specifications to a John Deere 410K.** St. Clair County promotes equal opportunities and encourages participation by Disadvantage Business Enterprise and Small Business firms.

**TIME AND PLACE OF BID OPENING:** Bids will be received until 2:30 p.m. (local time) on the 9th day of March 2015 in the Department of Engineering and Planning, 9768 Airport Boulevard, Mascoutah, IL 62258, located at MidAmerica St. Louis Airport. Each bid must be submitted in accordance with all submission requirements set forth in the bidding documents. Facsimile submittals are not acceptable. **Contractors may submit multiple bids if they provide solutions from multiple manufacturers or same manufacturer. Multiple bids must be submitted on separate bid forms; up to three (3) total bid forms per Contractor. Bids on equivalent items that meet the standards of quality indicated will be considered. No combinations of Bids to act as one Bid will be permitted.** Late proposals will not be accepted. Questions must be directed in writing as detailed in the Instructions to Bidders.

**PRE-BID CONFERENCE:** A pre-bid conference will not be held for this project.

**BID SECURITY:** None.

**BIDDING DOCUMENTS:** Bid documents will be available at [www.flymidamerica.com](http://www.flymidamerica.com) and can be obtained at no cost from the office of the Department of Engineering and Planning. Bid documents will not be shipped.

**BID REJECTION:** OWNER reserves the right to reject any and all Bids, waive any informalities in Bidding, or to accept the Bid or Bids, which best serves the interests of OWNER.

**WAGE RATES:** CONTRACTORS shall be required to pay not less than the prevailing wage rates on the project as established by the State of Illinois, Department of Labor.

**BID WITHDRAWAL:** No Bid shall be withdrawn for a period of 45 days after the scheduled opening of the Bids without the consent of OWNER.

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## SECTION B

# PROCUREMENT

## INSTRUCTIONS TO BIDDERS

### 1. DEFINITIONS

- 1.1. Terms used in these Instructions to Bidders which are defined in the Procurement General Conditions, have the meanings assigned to them in the Procurement General Conditions.
- 1.2. A Bidder is a person or entity who submits a Bid directly to the OWNER and who meets the requirements set forth in the Bidding Documents.
- 1.3. A Sub-bidder is a person or entity who submits a Bid to Bidder.
- 1.4. Successful Bidder - the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.
- 1.5. Bidding Documents include the Official Notice to Bidders, Instructions to Bidders, the Bid Form, other Bidding and Contract Forms and the proposed Contract Documents including any Addenda issued prior to receipt of Bids.
- 1.6. Addenda are written or graphic instruments issued by the OWNER prior to the opening of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.7. A Bid is a complete and properly executed proposal for furnishing the Goods and Special Services, for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.8. The Base Bid is the sum stated in the Bid for which the Bidder offers to furnish the Goods and Special Services described in the Bidding Documents as the base, to which Goods and Special Services may be added or from which Goods and Special Services may be deleted for sums stated in Alternate Bids.
- 1.9. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Goods and Special Services, as described in the Bidding Documents, is accepted.

### 2. COPIES OF BIDDING DOCUMENTS

- 2.1. Complete sets of the Bidding Documents shall be used in preparing Bids; OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.2. OWNER, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for furnishing the Goods and Special Services and does not confer a license or grant for any other use.

### 3. EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

- 3.1. Before submitting a Bid, each Bidder shall (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or furnishing the Goods and Special Services, (c) study and carefully correlate Bidder's observations with the Procurement Documents, and (d) if specified, or if, in Bidder's judgment, any local condition may in any

manner affect cost, progress or furnishing the Goods and Special Services, visit the site to become familiar with local conditions.

- 3.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services.

#### **4. INTERPRETATIONS**

- 4.1. All questions about the meaning or intent of the Procurement Documents shall be submitted to OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions can be directed to Department of Engineering and Planning at facsimile 618.566.5324 or by email to [alice.tejada@flymidamerica.com](mailto:alice.tejada@flymidamerica.com).
- 4.2. OWNER will neither approve nor disapprove Goods or Special Services prior to opening of Bids.
- 4.3. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER. Addenda will be posted on the website ([www.flymidamerica.com](http://www.flymidamerica.com)) with the bid documents and transmitted to all who are recorded by the OWNER to have received the Bidding Documents.

#### **5. CONTRACT TIME**

- 5.1 The Bidder shall specify in the space provided in the Bid Form the number of days after the date set forth in the Notice to Proceed when the Goods will be delivered to the point of delivery. In such case, time will be considered an essential element in OWNER'S evaluation of the Bids and in the award of the Contract.

#### **6. LIQUIDATED DAMAGES**

- 6.1. Provisions for liquidated damages, if any, are set forth in the Procurement Agreement.

#### **7. SUBSTITUTE MATERIAL AND EQUIPMENT**

- 7.1. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute item of materials or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the Procurement Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by OWNER is set forth in the Procurement General Conditions.

#### **8. BID FORM**

- 8.1. Only the Bid Form hereto attached shall be used.
- 8.2. Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words and numerals.
- 8.3. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- 8.4. Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 8.5. All names shall be typed or printed below the signature.
- 8.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 8.7. The address to which communications regarding the Bid are to be directed shall be shown.

## **9. SUBMISSION OF BIDS**

- 9.1. Bids shall be submitted at the time and place indicated in the Official Notice to Bidders and shall be sealed in an opaque envelope, marked with the contract title and name and address of the Bidder. Bids shall be completed on the form(s) furnished. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- 9.2. **Contractors may submit multiple bids. Multiple bids must be submitted on separate bid forms; up to three (3) total bid forms per Contractor. Bids on equivalent items that meet the standards of quality indicated will be considered.**

## **10. MODIFICATIONS AND WITHDRAWAL OF BIDS**

- 10.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 10.2. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 10.3. After the Bid opening, no Bid may be modified, withdrawn or canceled by the Bidder during the Bid withdrawal time period noted in the Official Notice to Bidders without consent of OWNER.

## **11. OPENING OF BIDS**

- 11.1. Bids will be opened publicly and will be read aloud. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

## **12. BIDS TO REMAIN OPEN**

- 12.1. Bids shall remain open for sixty days after the day of the Bid opening, but OWNER may, in their sole discretion, release any Bid and return the Bid Security prior to that date.

## **13. AWARD OF CONTRACT**

- 13.1. OWNER reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13.2. In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid forms. It is OWNER'S intent to accept alternates (if any are accepted) in any order or combination.
- 13.3. OWNER may consider operating costs, maintenance requirements, performance data, and guarantees of materials and equipment.

13.4.OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders to furnish the Goods and Special Services in accordance with the Procurement Documents to OWNER'S satisfaction within the prescribed time.

13.5.OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER'S satisfaction.

13.6.The Contract, if awarded, will be awarded to the lowest responsive, responsible Bidder.

13.7.If the Contract is to be awarded, OWNER will give the successful bidder Notice of Award within 60 days after the date of the Bid Opening.

#### **14. PERFORMANCE AND OTHER BONDS**

14.1. Performance and other bonds are not required.

#### **15. SIGNING OF PROCUREMENT AGREEMENT**

15.1. When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Procurement Agreement and all other Procurement Documents. Within fifteen days thereafter CONTRACTOR shall sign and deliver three counterparts of the Procurement Agreement to OWNER with the bonds and all other Procurement Documents attached. Within ten days thereafter OWNER will deliver one fully signed counterpart to CONTRACTOR.

#### **16. WAGE RATES**

16.1. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the state and federal government. There shall be paid each employee engaged in Work under this Contract at the site of the Project, the minimum wage for the classifications of labor employed. CONTRACTOR shall make their own investigation locally and satisfy themselves as to availability of labor.

#### **17. SALES TAX**

17.1. OWNER is exempt from the Illinois State and municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, Service Use Tax, as described in [Illinois Administrative Code, Section 130.120 and Publication 104](#). Bid prices shall not include the cost of such taxes.

17.2. Federal excise tax does not apply to materials or services purchased by OWNER. Should the federal excise tax be applicable to this transaction, OWNER will furnish a federal exemption certificate. The Bid prices quoted herein by Bidder shall include all other direct or indirect federal, state, and local taxes which apply.

\* \* \* END OF INSTRUCTION TO BIDDERS \* \* \*

SECTION C

**PROCUREMENT BID FORM**

**BIDS TO BE OPENED: 2:30 p.m. (local time), March 9, 2015**

PROJECT IDENTIFICATION:

\_\_\_\_\_  
**Name of Bidder**

**PROCUREMENT OF BACKHOE LOADER  
MidAmerica St. Louis Airport  
Saint Clair County, Illinois  
Solicitation No 2015-01**

THIS BID IS SUBMITTED TO:

**County of St. Clair, Illinois  
MidAmerica St. Louis Airport  
Department of Engineering & Planning  
9768 Airport Blvd  
Mascoutah, IL 62258**

(hereinafter called OWNER)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with OWNER in the form included in the Procurement Documents to perform and furnish all Goods and Special Services as specified or indicated in the Procurement Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Procurement Documents.
2. Bidder accepts all of the terms and conditions of the Official Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for the period of time specified in the Instructions to Bidders after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Procurement Agreement, that:
  - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| <u>Date</u> | <u>Number</u> |
|-------------|---------------|
| _____       | _____         |
| _____       | _____         |
| _____       | _____         |

- b. Bidder has familiarized itself with the nature and extent of the Procurement Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may



affect production and delivery of the Goods and furnishing of Special Services and other services.

- c. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Procurement Documents.
  - d. Bidder has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to Bidder.
  - e. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will furnish Goods and Special Services, and perform other services for the following price:

LUMP SUM CONTRACT PRICE \_\_\_\_\_ Dollars  
(written)  
(\$ \_\_\_\_\_ )  
(figures)

ALTERNATES - Include the following alternates as described in the technical specifications:

Additive Alternate 1 – Add For 60-inch Rotary Cutter.

Add \_\_\_\_\_ Dollars  
(written)  
(\$ \_\_\_\_\_ )  
(figures)

5. Bidder agrees that the delivery of Goods on this Contract will begin as set forth in the Notice to Proceed and shall be delivered to the point of delivery on the \_\_\_\_\_ day after the date when the Contract time commences, to run as provided in the Procurement General Conditions and Bidder further agrees that the furnishing of Special Services on this Contract will begin as set forth in the Notice to Proceed and shall be completed within the number of calendar days indicated in the Procurement Agreement.

Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to deliver the Goods or complete Special Services on time.

6. The following documents are attached to and made a condition of this Bid:
- a. Equipment Specifications Form.
  - b. Color photos showing the equipment.

- c. Statement of the Bidder's qualification to do business in the state where the Project is located; or in the absence of such evidence, this bid constitutes Bidder's covenant to obtain such qualification prior to the award of the Contract.
7. Communications to the Contractor concerning this Bid shall be addressed to the Bidder as indicated below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

8. The terms used in this Bid are defined in the Procurement General Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR'S LICENSE NO. \_\_\_\_\_

(If required by state or municipal law)

I hereby certify that as Bidder I/We have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

**An Individual:** By (Written) \_\_\_\_\_

(Typed) \_\_\_\_\_ (Individual's Name)

doing business as \_\_\_\_\_ (Firm Name)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership:** By \_\_\_\_\_ (Firm Name)

By (Written) \_\_\_\_\_

(Typed) \_\_\_\_\_ (General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation:** By \_\_\_\_\_ (Corporation Name)

\_\_\_\_\_ (State of Incorporation)

By (Written) \_\_\_\_\_  
(Typed) (Name of Person Authorized to Sign)  
(Title) \_\_\_\_\_ (Corporate Seal)

Attest (Written) \_\_\_\_\_  
(Typed) (Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Joint Venture:** By (Written) \_\_\_\_\_  
(Typed) (Name)  
\_\_\_\_\_ (Address)

By (Written) \_\_\_\_\_  
(Typed) (Name)  
\_\_\_\_\_ (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary or other officer authorized to administer oaths

My commission expires: \_\_\_\_\_

(Bidders shall not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as being not responsive to the advertisement. BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.)

## BID FORM: EQUIPMENT SPECIFICATIONS

\*\* MidAmerica St. Louis Airport is seeking quotes for a new, demo or slightly used backhoe/loader, being not more than 2 years old and having not more than 500 hours. See "Section G: Technical Specifications". Complete bid form in its entirety.

| REFERENCE                   | MINIMUM SPECS.<br>REQUIRED BY OWNER   | SPECIFY MANUFACTURER'S SPECIFICATIONS |
|-----------------------------|---|---------------------------------------|
| <b>1. Year</b>              | Equipment must be new, demo <b>OR</b> less than 2 years old and having less than 500 hours. Specify NEW, DEMO or Slightly Used. |                                       |
| <b>2. Make</b>              | Specify manufacturer of machine offered   |                                       |
| <b>3. Model</b>             | Specify model offered   |                                       |
| <b>4. Size</b>              | Minimum operating weight of 20,000 lbs  |                                       |
| <b>5. Engine</b>            |   |                                       |
| a) H.P. (net)               | Min.H.P. required is 107 H.P.   |                                       |
| b) Torque                   | 317 lb/ft at 1400 rpm   |                                       |
| c) Displacement             | 276 cu/in minimum   |                                       |
| d) Emissions                | Tier 4 certified, preferred.  |                                       |
| e) Fuel                     | Diesel  |                                       |
| f) Block Heater             | Required  |                                       |
| g) Air Filter               | Dual filter-type required   |                                       |
| h) Bio-diesel compatible    | Engine must have warranty for B20 bio-diesel.   |                                       |
| i) Cold weather starting    | Describe type of cold weather start aid offered.  |                                       |
| j) Chrome exhaust extension | Required  |                                       |
| <b>6. Powertrain</b>        |   |                                       |
| a) Transmission             | Specify   |                                       |
| b) Shuttle shift on column  | Preferred.  |                                       |

| REFERENCE                        | MINIMUM SPECS.<br>REQUIRED BY OWNER                  | SPECIFY MANUFACTURER'S SPECIFICATIONS |
|----------------------------------|--|---------------------------------------|
| c) Differential Lock             | Required with on the go shifting                     |                                       |
| d) Front 4WD axle                | Required c/w drive shaft guard                       |                                       |
| e) Planetary Drive Hubs          | Required front and rear axle                         |                                       |
| f) Service Brakes                | Individually applied wet disc self- adjusting brakes |                                       |
| g) Parking Brake                 | Required   |                                       |
| h) On the fly 4 WD shifting      | Required   |                                       |
| i) Full MFWD Guard               | Required   |                                       |
| <b>7. Electrical</b>             |  |                                       |
| a) Alternator                    | 120 amp required, Specify capacity                   |                                       |
| b) Battery                       | Dual, 380-minute reserve capacity, 1,900 CCA         |                                       |
| c) Turn signal lights            | Required   |                                       |
| d) 4-way flashers                | Required   |                                       |
| e) Rotating Light                | Required   |                                       |
| f) Headlights                    | Required. Specify.                                   |                                       |
| g) Forward facing work lights    | Required. Specify.                                   |                                       |
| h) Rear facing work lights       | Required. Specify.                                   |                                       |
| i) Side facing work lights       | One on each side required                            |                                       |
| j) Brake lights                  | Required   |                                       |
| k) Master disconnect switch      | Required   |                                       |
| <b>8. Cab</b>                    |  |                                       |
| a) All weather cab               | Required   |                                       |
| b) Deluxe cab insulation package | Min cab sound level 72 dB(A)                         |                                       |
| c) Tinted Glass                  | Required   |                                       |

| REFERENCE                       | MINIMUM SPECS.<br>REQUIRED BY OWNER   | SPECIFY MANUFACTURER'S SPECIFICATIONS |
|---------------------------------|---|---------------------------------------|
| d) Heater/Defrost               | Required  |                                       |
| e) Air Conditioning             | Required  |                                       |
| f) Pressurized Cab c/w filter   | Required  |                                       |
| g) Seat                         | Cloth covered deluxe style complete with armrests and air suspension. Swivel seat with lumbar adjustment    |                                       |
| h) Gauges                       | Coolant temp, fuel, tach/hour meter, voltmeter  |                                       |
| g) Warning Lights               | Air cleaner restriction, alternator, engine oil pressure, hydraulic filter bypass, parking brake, low fuel. |                                       |
| h) Audible Alarms               | Coolant temp, engine oil pressure, parking brake engagement, back-up alarm.                                 |                                       |
| i) Turn Signal Indicators       | Required  |                                       |
| k) Horn                         | Required  |                                       |
| l) Hand and foot throttles      | Required  |                                       |
| m) Cup Holders                  | Required  |                                       |
| n) AM/FM Radio                  | Required  |                                       |
| o) Coat Hook                    | Required  |                                       |
| p) Seat Belt                    | Retractable Type Required   |                                       |
| q) Interior Rear View Mirror    | Required  |                                       |
| r) Interior Front-View Mirror   | Required  |                                       |
| s) Storage Compartment with lid | Required. Lockable.   |                                       |
| t) Windshield wipers            | Front and Rear required   |                                       |
| u) Windshield wash              | Required  |                                       |

| REFERENCE                           | MINIMUM SPECS.<br>REQUIRED BY OWNER                                     | SPECIFY MANUFACTURER'S SPECIFICATIONS |
|-------------------------------------|---|---------------------------------------|
| v) Door activated dome light        | Required  |                                       |
| w) Tilt steering wheel              | Required  |                                       |
| x) Sun Visor                        | Required  |                                       |
| y) Exterior Mirror                  | Required both sides   |                                       |
| z) Dual doors                       | Required  |                                       |
| aa) Headliner                       | Required  |                                       |
| <b>9. Hydraulics</b>                |   |                                       |
| a) Pump                             | Specify.  |                                       |
| b) Pump Drive and Location          | Specify   |                                       |
| c) Hydraulic Oil Cooler             | Required  |                                       |
| d) Filtration                       | Describe filtration system  |                                       |
| e) Loader Control                   | Joy stick type control with return to dig feature.                      |                                       |
| f) Backhoe Controls                 | Two-lever pilot controls with pattern selection                         |                                       |
| g) Ride Control                     | Required  |                                       |
| H) Coupler for buckets, forks, etc. | Optional. Specify.  |                                       |
| <b>10. General Specifications</b>   |   |                                       |
| a) Wheel Base                       | Specify   |                                       |
| b) Turning diameter (unbraked)      | Specify   |                                       |
| c) Fuel Tank                        | 155-Liter minimum   |                                       |
| d) Counterweights                   | All counterweights for safe operation of unit and attachments required. |                                       |

| REFERENCE                                       | MINIMUM SPECS.<br>REQUIRED BY OWNER  | SPECIFY MANUFACTURER'S SPECIFICATIONS |
|---|--|---------------------------------------|
| e) Tires  | Specify tire size(s) offered.  |                                       |
| f) Heavy-duty front bumper                      | Required   |                                       |
| g) Rubber grille bumpers                        | Required   |                                       |
| <b>11. Backhoe</b>                              |  |                                       |
| a) Construction                                 | Steel fabricated: Specify type of boom construction.   |                                       |
| b) Specify Warranty                             | Specify warranty on boom cracking  |                                       |
| c) Coupler                                      | Prefer Universal Quick Change Bucket compatibility   |                                       |
| d) Stabilizers                                  | Stabilizer with 2-direction anti-drift valves and pivoting stabilizers with reversible pads.   |                                       |
| e) Extendahoe                                   | Required   |                                       |
| f) Backhoe Buckets with lift loops,<br>Required | 1) 24", 7.5 cu ft heavy duty with teeth<br><b>OR</b><br>1a) 24", 8.8 cu ft high capacity with teeth<br>2) 36" or 42" smooth ditch clearing |                                       |
| g) Minimum digging depth, 24" flat bottom       | 19 ft.<br>Specify depth offered  |                                       |
| h) Overall reach                                | 23 ft. From the swing pivot  |                                       |
| i) Backhoe lift capacity                        | Retracted at ground level  |                                       |
| j) Loading Height                               | Min of 12'8" with boom retracted   |                                       |
| k) Digging Force (Retracted)                    | Bucket Cylinder min 14, 500 lb/ft<br>Dipper Cylinder min 9,000 lb/ft   |                                       |
| l) Extendable dipperstick extension             | Required   |                                       |
| m) Hydraulic Thumb                              | Required   |                                       |



| REFERENCE  | MINIMUM SPECS.<br>REQUIRED BY OWNER | SPECIFY MANUFACTURER'S SPECIFICATIONS |
|--|-------------------------------------|---------------------------------------|
| n) Two-lever pilot controls                              | Required                            |                                       |
| o) Boom protection plate                                 | Required                            |                                       |
| <b>12. Loader</b>  |                                     |                                       |
| a) 4 in 1 Bucket   | Required                            |                                       |
| b) Return to dig   | Required                            |                                       |
| c) Self-leveling   | Required                            |                                       |
| d) Bucket position indicator                             | Required                            |                                       |
| e) Bucket width  | Specify                             |                                       |
| f) Heaped Capacity                                       | Minimum of 1.2 cubic yd             |                                       |
| g) Dump clearance  | Dump clearance at full height 8'11" |                                       |
| h) Lift capacity full height                             | 6,600 lbs, Specify                  |                                       |
| i) Breakout force (Lift cylinders)                       | Specify                             |                                       |
| j) Cutting edges   | Specify                             |                                       |
| <b>13. Warranty</b>                                      |                                     |                                       |
| a) Specify all warranties offered                        | Required. Specify.                  |                                       |
| b) Provide location of nearest service depot             | Specify                             |                                       |
| c) Provide location of nearest field mechanic            | Specify                             |                                       |
| d) Provide location of nearest parts depot               | Specify                             |                                       |
| e) Provide cost and availability of extended warranties. | Specify                             |                                       |

| REFERENCE  | MINIMUM SPECS.<br>REQUIRED BY OWNER  | SPECIFY MANUFACTURER'S SPECIFICATIONS |
|--|--|---------------------------------------|
| <b>14. Manuals</b>   |  |                                       |
| a) Parts Manual:<br>One (1) hard copy &<br>one (1) electronic (.pdf format)                            | Required   |                                       |
| b) Operators Manuals:<br>Two (2) hard copy &<br>one (1) electronic (.pdf format)                       | Specify  |                                       |
| c) Maintenance Manual:<br>One (1) hard copy &<br>one (1) electronic (.pdf format)                      | Specify  |                                       |
| <b>15. Training</b>  |  |                                       |
| a) Operator Safety Training  | Required upon delivery   |                                       |
| b) Routine maintenance training  | Required upon delivery   |                                       |
| <b>16. Filters</b>   |  |                                       |
| a) One (1) complete set of filters required upon delivery  | Including engine oil, fuel, coolant, air, transmission, hydraulic, cab air |                                       |
| <b>17. Rotary Cutter: <i>Alternate Item</i></b>  |  |                                       |
| a) 60-inch rotary cutter with rigid 0.25-inch steel deck, formed side plates and heavy duty skid shoes | Required.  |                                       |
| b) Operates forward and reverse  | Required.  |                                       |
| c) Double-edge blades, cuts and mulches up to 4-inch diameter saplings and heavy brush                 | Specify.   |                                       |
| d) Front chain shield  | Required.  |                                       |
| f) Blade-stall indicator   | Required.  |                                       |
| g) Stump Jumper  | Required.  |                                       |
| h) Forestry Kit or, other cab/operator safety and protective features for use with equipment           | Required.  |                                       |

## SECTION D

# PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between St. Clair County Public Building Commission, MidAmerica St. Louis Airport (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### 1. GOODS AND SERVICES.

1.1. CONTRACTOR shall furnish the Goods, Special Services and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

1.1.1. Backhoe Loader

1.1.2. Operations and Maintenance (O&M) Data.

1.2. The following Special Services are required:

1.2.1 Startup Services.

1.2.2 Training For OWNER'S Personnel.

1.2.3 Post Start-up Services.

### 2. POINT OF DELIVERY.

2.1. The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as **MidAmerica St Louis Airport, Maintenance Facility, 8837 Air Service Drive, Mascoutah, IL.**

### 3. CONTRACT TIME.

3.1. The Goods are to be delivered to the point of delivery and ready for OWNER'S acceptance of delivery on the \_\_\_\_\_ day after the date when the Contract Time commences to run as provided in the Procurement General Conditions. Contractor shall give written notice to the OWNER five (5) business days prior to the delivery date.

3.2. The time period for furnishing of Special Services to OWNER will commence within 10 days after OWNER'S written notice to CONTRACTOR following OWNER'S acceptance of delivery of the Goods, and shall be completed within 60 days.

3.3. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Procurement Agreement and that OWNER will suffer financial loss if the Goods are not delivered at the point of delivery and ready for acceptance of delivery by OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Procurement General Conditions. They also recognize that the timely performance of services by other parties involved in OWNER's Project are materially dependent upon CONTRACTOR's specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense, and difficulties involved in proving a legal proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by OWNER if complete acceptable Goods are not delivered on time.

Accordingly, and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER \$100.00 for each day that expires after the time specified in Paragraph 3.1 for delivery of acceptable Goods and in Paragraph 3.2 for completion of Special Services.

**4. CONTRACT PRICE.**

4.1. OWNER shall pay CONTRACTOR for furnishing the Goods and Special Services, and for performing other services in accordance with the Procurement Documents in current funds as follows:

Lump Sum Contract Price \_\_\_\_\_dollars  
(written)

Dollars (\$ \_\_\_\_\_)  
(figures)

**5. PAYMENT PROCEDURES.**

5.1. CONTRACTOR shall submit Applications for Payment in accordance with the Procurement General Conditions.

5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price in accordance with the Procurement General Conditions on the basis on CONTRACTOR'S Applications for payment

**6. INTEREST.**

6.1. All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of OWNER'S project.

**7. CONTRACTOR'S REPRESENTATIONS.**

7.1. In order to induce OWNER to enter into this Procurement Agreement, CONTRACTOR makes the following representations:

7.1.1. CONTRACTOR is familiar with and is satisfied as to nature and extent of the Procurement Documents and has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

7.1.2. CONTRACTOR is familiar with and is satisfied as to all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.

7.1.3. CONTRACTOR does not require additional information from OWNER to enable CONTRACTOR to furnish the Goods, Special Services, and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement Documents, but subject to CONTRACTOR'S right to request interpretations and clarifications.

7.1.4. CONTRACTOR has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

**8. PROCUREMENT DOCUMENTS.**

8.1. The Procurement Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to, or accompany, this Procurement Agreement, made a part hereof and consist of the following:

- 8.1.1. This Procurement Agreement.
- 8.1.2. Notice of Award
- 8.1.3. Procurement General Conditions.
- 8.1.4. Supplemental Provisions, Certifications, Assurances, Clauses
- 8.1.5. Procurement Specifications.
- 8.1.6. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.1.7. Documentation submitted by CONTRACTOR prior to Notice of Award (Pages \_\_\_\_\_ to \_\_\_\_\_ inclusive).
- 8.1.8. Equipment List as completed by Bidder on Bid Form.
- 8.1.9. All Modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

**9. MISCELLANEOUS.**

9.1. No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but with limitation, moneys that may become due and moneys that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

9.2. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Procurement Agreement in three original counterparts. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR on their behalf.

This Procurement Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the effective date of the Procurement Agreement).

\_\_\_\_\_  
(CONTRACTOR)

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

Address for giving notices:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

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CONTRACTOR'S License No.

(If required by state or municipal law)

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Attest:

\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

Address for giving notices:

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

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## SECTION E

# PROCUREMENT GENERAL CONDITIONS

### 1. DEFINITIONS

- 1.1. Application for Payment - The form accepted by OWNER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Procurement Documents.
- 1.2. Goods – Goods shall include the Goods specified or indicated in the Procurement Documents.

### 2. COMPLIANCE.

- 2.1. The successful bidder shall be in complete compliance with all local, state, and federal regulations governing their operations and the functions performed under this contract.

### 3. RESPONSIBILITY OF CONTRACTORS.

- 3.1. The contractor must be responsible and possess the potential ability to perform successfully under the terms and conditions of the proposed purchase. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 3.2. The contractor must assume complete responsibility for all component parts of items bid even though major portions may be sub-contracted. It shall be the contractor's policy to remain capable of furnishing parts and technical assistance to the purchaser for the normal life of the Maintenance vehicles (at least 10 years).
- 3.3. The contractor shall also be responsible for assuring that the bid meets the specified performance criteria. A minimum one-year parts and service warranty shall be supplied by the Contractor.
- 3.4. Make available any and all records, books of account, correspondence, or other information reasonably necessary to enable St. Clair County or its designated agents to investigate the responsibility of the bidder in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the bidder's probable ability to perform adequately under a contract if it is awarded.
- 3.5. The contractor must be an Equal Employment Opportunity Employer.

### 4. INSURANCE.

- 4.1. The Contractor must abide by the insurance requirements detailed in Appendix A.

### 5. HOLD HARMLESS.

- 5.1. The Contractor shall be responsible to pay for all labor, material, and equipment costs incurred and for any and all damages to property or persons arising out of the negligent prosecution of its work under this Agreement and shall indemnify and save harmless MidAmerica St Louis Airport, St. Clair County Illinois, St. Clair County Public Building Commission, their officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance coverage.
- 5.2. Similarly, County shall hold harmless the contractor for any and all damages to property or persons arising out of the negligent prosecution of the County's work under this Agreement

and shall indemnify the Contractor from all suits, claims, actions, or damages of any nature whatsoever arising therefrom.

**6. NOTICE TO PROCEED.**

6.1. Notice to Proceed will be issued to commence procurement of the Goods, Special Services, etc. after receipt of the required insurance and performance bond.

**7. SUBCONTRACTING OR ASSIGNMENT.**

7.1. This contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the ENGINEER.

**8. INSPECTIONS AND TEST PROCEDURES.**

8.1. Applicable tests to verify conformance of all vehicles and equipment with the specifications shall be the responsibility of the contractor and conducted as necessary. The functioning of the engine, power train, hydraulic systems, brakes, steering, lighting system, controls, and instruments shall be certified by the contractor.

8.2. Neither any payment by OWNER to CONTRACTOR under the Procurement Documents nor any use of the Goods by OWNER nor any act of acceptance by OWNER nor any failure to do so nor the issuance of a notice of accessibility by OWNER nor any correction of defective Goods or Special Services by OWNER will constitute an acceptance of Goods, Special Services or other services not in accordance with the Procurement Documents or a release of CONTRACTOR's obligation to furnish the Goods, Special Services and other services in accordance with the Procurement Documents.

**9. PREPARATION AND SHIPMENT.**

9.1. The vehicles, equipment and any accessories, spare parts, and tools shall be packed in such a manner as to prevent pilferage and insure safe delivery to the designated point. Delivery shall be made by means not requiring a crane or other lifting device to off-load at delivery point unless supplied by the contractor.

**10. COMPENSATION.**

10.1. CONTRACTOR shall submit to OWNER for review Applications for Payment filled out and signed by CONTRACTOR and accompanied by such supporting documentation as is required by the Procurement Documents and also as OWNER may reasonably require. The first Application for Payment shall be submitted after delivery of the Goods have been accepted by OWNER and will be accompanied by a bill of sale and other documentation satisfactory to OWNER warranting that OWNER has received the Goods free and clear of all liens, charges, security interests, and encumbrances. If purchased equipment is considered slightly used or demo, CONTRACTOR will provide documentation which shall include releases and waivers from all parties who, during CONTRACTOR's performance under the Procurement Documents, might have obtained or filed any such lien, charge, security, or encumbrance. In the case of multiple deliveries of Goods, additional Applications for Payment shall be submitted as OWNER accepts delivery of additional items of the Goods.

10.2. OWNER will review each Application for Payment and either accept the Application for Payment or return the Application to CONTRACTOR indicating in writing OWNER's reasons for refusing payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.



- 10.3. OWNER's acceptance of the first Application for Payment constitutes a representation by OWNER, based on OWNER's review approval of the Shop Drawings and samples as required by the Procurement Documents that CONTRACTOR is entitled to payment of the amount recommended; but will not constitute a representation that OWNER has made any observation or inspection of the quality or quantity of the Goods.
- 10.4. OWNER's acceptance of the Application for Payment submitted upon OWNER's acceptance of delivery of the Goods are based on OWNER's review of the Application for Payment and the accompanying data and OWNER's inspection of the Goods, that to the best of OWNER's knowledge, information, and belief OWNER has identified the Goods listed in the Application for Payment and generally verified the quantities as being in accordance with the Procurement Documents, that on the basis of such limited inspection there are no apparent defects in the Goods, and that the Goods appear to be suitable.
- 10.5. After CONTRACTOR has remedied all apparent defects to the satisfaction of OWNER, furnished all Special Services, and delivered all maintenance and operating instructions, schedules, guarantees, certificates of inspection, and other documents (all as required by the Procurement Documents) OWNER will issue to CONTRACTOR a notice of acceptability. CONTRACTOR may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Procurement Documents and such other data and schedules as OWNER may reasonably require.
- 10.6. If, on the basis of the final inspection OWNER is satisfied that the Goods are in accordance with the Procurement Documents, that Special Services have been furnished as required and that CONTRACTOR's other obligations under the Procurement Documents have been fulfilled, OWNER will process final payment. Otherwise, OWNER will return the Application to CONTRACTOR, indicating the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof, pay CONTRACTOR the amount requested.
- 10.7. Payment Schedule: Provided that an Application for Payment is received no later than the 1<sup>st</sup> day of any given month, the OWNER shall make payment to the CONTRACTOR no later than the 1<sup>st</sup> day of the following month. If an Application for Payment is received after the 1<sup>st</sup> day of the month, payment will not be made until the 1<sup>st</sup> day of the month after the following month.

## **11. CANCELLATION.**

- 11.1. The bidder further agrees that the OWNER may, in addition to any other remedies to which it may be entitled under this contract, or which may otherwise be available to it under law or equity, cancel any contract for the following causes:
- 11.1.1. Failure to make delivery within the time specified herein.
  - 11.1.2. Failure to provide equipment that conforms with the specifications herein.
  - 11.1.3. Where there is sufficient evidence to show that the contract was obtained by fraud, collusion, conspiracy or other unlawful means or that the contract is in violation of any statutory or constitutional provision of the State of Illinois or of the United States.

## **12. BREACH.**

12.1. The bidder further agrees that the following items shall be included as compensable damages for any breach of contract with the OWNER.

12.1.1. Replacement cost

12.1.2. Any cost of repeating and competitive bidding procedure, and,

12.1.3. Expenses incurred as the result of delay in obtaining replacements.

12.2. The enumeration of compensable damages contained in this section is not intended to be exclusive and will not operate to bar recovery by the OWNER for any other damages occasioned by the contractor's breach of a contract.

\* \* \* END OF GENERAL CONDITIONS \* \*

SECTION F

**SUPPLEMENTAL CONDITIONS**

(CERTIFICATIONS, ASSURANCES, AND CLAUSES)

Federal and State law require that the applicable Supplemental Conditions (Certifications, Assurances, and Clauses) herein are a part of the Procurement Agreement. It is understood by the Bidder that the Supplemental Conditions made herein are a part of the Procurement Agreement and that, in addition to all other remedies provided by law, a false or fraudulent certification of applicable Supplemental Conditions shall be a breach of contract. Acceptance of the Supplemental Conditions in the Procurement Agreement by the Bidder constitutes an endorsement and execution of each applicable certification, assurance and clause as though each was individually signed.

**1. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.**

1.1. St. Clair County promotes participation by disadvantaged business enterprises in the performance of this contract in accordance with 49 CFR Part 23.

**2. BREACH OF CONTRACT.**

2.1. Breach of Contract. Any violation or breach of the terms of the agreement on the part of the Contractor may result in the suspension or termination of the contract or such other action which may be necessary to enforce the rights of the parties of this contract.

**3. DISCRIMINATION.**

3.1. The Bidder agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

**4. FEDERAL TAXPAYER IDENTIFICATION NUMBER.**

4.1. Under penalty of perjury, the Contractor certifies that the tax number indicated on the bid proposal form is the correct Federal Taxpayer Identification Number and the Contractor is doing business as a Sole Proprietorship, Partnership or Corporation as indicated on the bid proposal form.

\* \* \* END OF SUPPLEMENTAL CONDITIONS \* \* \*

SECTION G

**TECHNICAL SPECIFICATIONS**

**BACKHOE LOADER**

**1. GENERAL**

1.01 It is the intent of these specifications to describe the minimum requirements for a Backhoe Loader for use by the Owner. The Owner based these specifications on a John Deere 410k backhoe loader with extendahoe. Reference to a John Deere 410K in this Contract Document is used as a reference, it is intended for descriptive purposes only and is not intended as a restrictive specification. Other products or details will be considered suitable if they meet the intent of the performance characteristic cited or are comparable to the product or detail cited. Demo or slightly used unit shall be less than 2 years old and having less than 500-hours. Bid cost shall include delivery of the goods as further specified in sections D and E.

**2. SPECIFIC MACHINE SPECIFICATIONS**

2.01 Specific machine specifications are noted on the bid form.

**3. ALTERNATE BID ITEMS**

3.01 Definitions

- A. Alternate is amount proposed by Bidder and stated on Bid Form for certain work defined in Bidding Requirements that may be added to or deducted from Contract Price if OWNER decides to accept corresponding change in materials, equipment, or installation methods described in Contract Documents.
- B. Cost or credit for each alternate is net addition or deduction from Contract price to incorporate Alternate into Work. No other adjustments will be made to Contract Price.

3.02 Description of Alternates:

- A. Alternate 1: Add For 60-inch Rotary Cutter.
  - 1. Add for including a 60-inch rotary cutter as further defined in the specifications on the Bid Form.

\* \* \* END OF TECHNICAL SPECIFICATIONS \* \* \*



APPENDIX A

St. Clair County  
Standard Insurance Certificate Requirements  
Revised February 8, 2012

Contractor agrees:

1. To procure and maintain for the life of their agreement, insurance coverage conforming to the minimum requirements stated below, and  **naming MidAmerica St. Louis Airport, St. Clair County and the Public Building Commission of St. Clair County as "Additional Insured" on a primary/noncontributory basis on the Commercial General Liability and Automobile Liability policies. These policies as well as the workers compensation policies are to be endorsed with a waiver of subrogation in favor of same.**

All policies of insurance shall provide St. Clair County no less than 30 days advance written notice of any material change, cancellation or non-renewal.

All coverages shall be provided by insurance companies authorized to transact business under the law of the State of Illinois, and acceptable to St. Clair County. The insurance companies providing coverage shall have a Best's Policyholder's Rating of "A" or better, and a Financial Rating of not less than "VII."

Contractor shall provide a standard ACORD Certificate(s) of Insurance as proof of insurance, and required "Additional Insured" clauses, prior to the commencement of any agreement.

**Original certificate(s) shall be sent to:**

MidAmerica St. Louis Airport  
Department of Engineering & Planning  
9768 Airport Blvd., #3  
Mascoutah, IL 62258  
**Email:** alice.tejada@flymidamerica.com

A. Commercial General Liability

Coverage shall be on an occurrence form providing the following coverages:

- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Independent Contractors
- Broad Form Property Damage
- Fire Legal Liability
- Personal Injury
- Medical Expense

Limits for Commercial General Liability, including personal injury shall be no less than \$1,000,000 per occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations.

B. Automobile Liability

Coverage shall be afforded on all owned, non-owned and hired vehicles whether private passenger or other than private passenger, and shall include Uninsured and Underinsured Motorists. Limits for the Automobile liability, Uninsured and Underinsured Motorists coverages, shall be no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.

C. Workers Compensation/Employer's Liability

Workers Compensation coverage shall be afforded for all operations conducted under this Agreement as required by the State of Illinois statute. Coverage for Employer's Liability shall be no less than \$1,000,000 for each accident, \$1,000,000 disease each employee, and \$1,000,000 disease each policy limit.

D. Umbrella Liability

Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, shall be no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

E. Pollution Liability

Pollution Liability that covers bodily injury and property damage liability arising from removal/abatement operations, with limits not less than \$1,000,000. If you do not conduct these activities, this coverage does not apply.

2. These insurance requirements shall be subject to annual review, and may be modified due to changes in Contractor's operations or exposures, or necessitated by changes in legal requirements or insurance industry standard coverages.