

UNIVERSITY AREA JOINT AUTHORITY  
STATE COLLEGE  
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2003-5

BID, CONTRACT & SPECIFICATIONS FOR  
NEW 2003 HYDRAULIC EXCAVATOR

APRIL 2003

## INVITATION TO BID

Sealed Bids will be received by the University Area Joint Authority in their offices at 1576 Spring Valley Road, State College, Centre County, Pennsylvania, 16801 until 2:00 PM prevailing time, April 29, 2003, at which time they will be opened and read aloud. The bids are to be for the purchase of:

1. Contract #2003-5, NEW 2003 HYDRAULIC EXCAVATOR

A Certified Check or Bid Bond shall accompany each bid in an amount of not less than ten percent (10%) of the bid total.

Instructions to Contractors, Specifications and Forms of Contracts may be obtained at the office of the Authority. All Bids shall be on the Bid Form and shall be irrevocable for a period of sixty (60) days after the opening of Bids.

The University Area Joint Authority reserves the right to waive any defects, errors, omissions, mistakes, informalities, to accept any bid or combination of bids that are deemed to be in the best interest of the Authority, and to reject any or all bids.

Please contact Diane Cowan at 814-238-5361 between the hours of 8 a.m. and 4 p.m. with questions.

University Area Joint Authority

Cory R. Miller, Executive Director

Dated: April 2003

FORM OF BID

FOR: NEW 2003 HYDRAULIC EXCAVATOR

TO: University Area Joint Authority  
1576 Spring Valley Road  
State College, Pa. 16801

Gentlemen:

Pursuant to and in accordance with your advertisement for bids dated April 9<sup>th</sup> and April 13<sup>th</sup>, 2003 and the Instructions to Contractors relating thereto, the Undersigned having carefully examined the Specifications and other Contract Documents hereby proposes to furnish one NEW 2003 HYDRAULIC EXCAVATOR in accordance with the Specifications and all Addenda issued by the Owner and mailed to the Undersigned a minimum of three (3) working days prior to the opening of Bids whether received by the undersigned or not, complete, and ready for use, for the lump sum price set forth in the following Schedule.

CONTRACT NO. 2003-5

BID FORM

ONE (1) NEW 2003 HYDRAULIC EXCAVATOR

For furnishing one (1) new NEW 2003 HYDRAULIC EXCAVATOR as specified in Section No. 2 of these Specifications, the lump sum price of

---

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

Alternate #1 for Extended Warranty (Detail):

---

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

Additions or Deductions for Modifications and/or Exceptions to the Specifications:

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_
- 4. \_\_\_\_\_ \$ \_\_\_\_\_
- 5. \_\_\_\_\_ \$ \_\_\_\_\_

NET AMOUNT BID \$ \_\_\_\_\_

GUARANTEES OR WARRANTIES - Specify:

---

---

---

---

DELIVERY TIME: \_\_\_\_\_

### CONTRACTOR'S REPRESENTATION

The undersigned hereby represents as follows:

1. That this Bid is made without connection with any person, firm, or corporation making a bid for the same equipment, and is in all respects fair and without fraud or collusion;
2. That no officer, agent or employee of the University Area Joint Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder; and,
3. That no representation, statement or statements, oral or in writing, has induced him to enter into this contract excepting only those contained in the Contract Documents or made a part hereof by its terms.

The undersigned hereby designates as his office to which any notice of acceptance may be mailed, faxed, telegraphed or delivered:

---

---

---

---

This bid may be withdrawn at any time prior to the scheduled time for opening of bids or any authorized postponement thereof.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

INDIVIDUAL:

\_\_\_\_\_ (SEAL)

PARTNERSHIP:

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

FIRM OR CORPORATION:

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

If a corporation, give State of Incorporation using the phrase, "A Corporation Organized under the Laws of

\_\_\_\_\_."

If a partnership, give names of partners, using also, the phrase, "Co-partners trading and doing business under the firm name of

\_\_\_\_\_."

If an individual, using a trade name, give individual name, using also, the phrase, "An individual doing business under the firm name of

\_\_\_\_\_."

SECTION NO. 1  
INSTRUCTIONS TO CONTRACTORS

1. The attached Specifications set forth for one (1) NEW 2003 HYDRAULIC EXCAVATOR. Any change, variation or substitution of equal equipment must be clearly stated in the bid.
2. Each Contractor must include the time for delivery after awarding of the Contract.
3. All Contracts must be executed on forms furnished by the Authority.
4. All Bids shall be sealed in an envelope plainly marked "SEALED BID FOR CONTRACT #2003-5" UNIVERSITY AREA JOINT AUTHORITY, ONE NEW 2003 HYDRAULIC EXCAVATOR.
5. Bids shall also include any and all guarantees on the equipment.
6. All supplemental instructions will be in the form of written Addenda to the bid and Specifications, which if issued, will be mailed to all prospective Contractors not later than three (3) working days prior to the date fixed for the opening of the bids.
7. The successful Contractor will be responsible for the payment of all Excise, Sales and Use Taxes and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, uses and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he shall include all amounts required for such taxes within the item prices in his Bid. No additional payment will be made to cover such taxes. Each Contractor shall thoroughly familiarize himself before submitting a Bid with all laws requiring the payment of such taxes.

Attention is directed to the fact that under existing provisions of the Pennsylvania 1963 Tax Act for Education and regulations promulgated by the Pennsylvania Department of Revenue, items of tangible personal property used or consumed directly in the rendition of a public utility service (including a sewer system) are exempt from tax under said Act upon proper application for the certificate of exemption. Contractors are further advised that, upon proper application, an Excise Tax Exemption Certificate will be provided to the successful Contractor.

## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the University Area Joint Authority, hereinafter known as the Owner, Party of the First Part, and \_\_\_\_\_ a \_\_\_\_\_ known as \_\_\_\_\_, existing under the laws of \_\_\_\_\_, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the Parties hereto for the consideration stated mutually agree as follows:

### ARTICLE I – SCOPE OF WORK:

The Contractor agrees to furnish the specified NEW 2003 HYDRAULIC EXCAVATOR and perform all work necessary for or incidental to, and to perform all other obligations imposed by this contract for the complete work in connection with the delivery of the equipment herein called for, all in strict accordance with the CONTRACT DOCUMENTS as prepared by the Authority, attached hereto or referred to herein, all of which are made a part of and designated as follows:

- a. Notice to Contractors
- b. Instructions to Contractors
- c. Form of Bid
- d. Specifications for one (1) NEW 2003 HYDRAULIC EXCAVATOR

### ARTICLE II – TIME OF COMPLETION:

The CONTRACTOR agrees that the complete equipment to be purchased under this CONTRACT shall be delivered to the OWNER within \_\_\_\_\_ workdays from the date of this agreement, based upon information available as of \_\_\_\_\_.

### ARTICLE III – THE CONTRACT SUM:

The OWNER will pay and the CONTRACTOR will receive and accept in full performance of the CONTRACTOR'S obligations hereunder the lump sum for one (1) NEW 2003 HYDRAULIC EXCAVATOR within thirty (30) days from the acceptance of the equipment by the OWNER.



ARTICLE IV – DISPOSAL OF CONTRACT:

The CONTRACTOR shall keep the CONTRACT under his own control and shall not sell, transfer or assign or otherwise dispose of the CONTRACT or any portion thereof or his right, title or interest herein to any person, firm or corporation without the express written consent of the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed hereunto on the day and year first above written.

**CONTRACT #2003-5    NEW 2003 HYDRAULIC EXCAVATOR**

UNIVERSITY AREA JOINT AUTHORITY

By: \_\_\_\_\_  
                    Chairman

ATTEST:

\_\_\_\_\_  
                    Secretary

CONTRACTOR

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## SECTION NO. 2 SPECIFICATIONS

The following indicates the MINIMUM requirements including all genuine parts, accessories, equipment and safety features considered standard, whether mentioned herein or not. The equipment shall comply with all applicable Federal Motor Equipment Safety Standards.

The equipment shall be clean, lubricated and serviced, ready for immediate use. The equipment shall bear the latest Pennsylvania official inspection sticker as required for permanent license plates by the inspection chart. (If applicable)

---

### Engine:

- Diesel – Six (6) Cylinders
- 125 Horsepower
- Cold-Start Kit (Glow Plugs)
- Liquid Cooled
- Turbo Charge
- Fuel Water Separator
- Intake Air Pre-filter

### Electrical System:

- Beacon light (amber) on top of unit, solid state xenon type, one million candle power (or equivalent), dual flash, with lighted switch in cab.
- Back up alarm
- Two (2) cab-mounted working lights
- (1) Extra heavy duty work light on right side of boom and (1) on left side of boom
- 24 Volt system, two (2) low maintenance batteries
- 45 Amp alternator

### Undercarriage:

- Width of tracks, outside to outside (Minimum 9' 2" to Max 10' 6")
- Track type undercarriage, with grease lubricated seals
- Number of rollers:
  - Top track – Minimum 2 each
  - Bottom track – Minimum 7 each
- Triple grouser: 24" width shoes
- Hydraulic track adjusters
- Idler and center track guiding guards (Both tracks)
- Track guiding guards for front and rear sections. (Both tracks)
- Chassis mounted working lights

#### Boom/Arm:

- Arm/Stick between 8' 10" to 9' 10"
- Boom: 17' minimum length

#### Attachments:

- Buckets
  - 36" width severe duty
  - 24" width severe duty
  - All pins required for both buckets
  - Bucket side cutters for both buckets
  - Bucket shanks for both buckets
  - Standard teeth for both buckets
  - (1) extra set of teeth for each bucket
  - Hydraulic quick couplers for each bucket

#### Hydraulic System:

- Heavy duty pump capacity
- Auxiliary hydraulics for hydraulic hammer
- Filtration system
- Hand controls for operation of machine (Joystick)
- Foot controls for auxiliary hydraulics for hydraulic hammer
- Hydraulic neutralizer level for all controls
- Travel speeds: Auto shift high to low, forward and reverse
- John Deer configuration for controls

#### Weights & Capacities

- SAE operating capacity (40,000 Min. – 50,000 Max.)
- 80 gallon minimum fuel capacity
- Counter weight kit to match machine

#### Cab Compartment:

ROPS all-weather, all steel cab enclosure with:

- Windshield wiper kit / and washer
- Heater / defroster kit
- A/C
- Horn
- Adjustable deluxe seat with 3" seatbelt and head rest
- Operable front windshield
- Operable sky light with sun shade
- Interior light
- Am/Fm radio (24 volt) with speakers
- Fire extinguisher, type ABC
- Hydraulic gauge
- Fuel gauge
- Amperage gauge

- Temperature gauge
- Sound deadening package
- Hour meter
- Storage compartment
- Travel control pedals with removable hand levers
- One touch low idle
- Automatic engine speed control
- Automatic swing brake
- Floor mat
- Clock
- Warning messages
- Door and caps lock with key security system
- Mirrors (Frame – right, Cab – left)
- Hand rails and steps

Paint:

Manufacturer's standard preparation and color

Manuals:

Parts manual (2)

Service manual (2)

Operators manual (2)

Accessories:

Vandalism kit

Six (6) extra set of keys

Warranty:

Manufacturer's Standard Warranty

***Plus: Alternate bid for 1 year full coverage extended warranty (please note on BID FORM)***

Mobilization:

Excavator will be delivered to UAJA job site in the State College / Pine Grove area

Service:

Successful Contractor must have a service location with 60 miles of the UAJA facility

Response time must be within 2 hours. If a repair to put in working condition cannot be made within 24 hours, a loaner machine of comparable capability must be provided.

The units shall be free of All Dealer signs and emblems

Each unit shall be delivered with a completely filled fuel tank

Equipment delivered to the Authority in a condition below retail customer acceptance level will NOT be acceptable. Authority will inspect appearance in both exterior and interior and mechanical operation upon delivery, BEFORE acceptance.

The successful Contractor shall comply with the Manufacturer's Warranty.

The successful Contractor shall comply with the Manufacturer's recommended delivery servicing.

An equipment demonstration must be given by each bidder prior to bid opening date to prove lifting capability of 6000 lb. or greater. Demonstrations must be completed by April 25, 2003.

A "NEW" machine is defined as a unit with less than 20 operating hours and has a manufacturer's plate that bears the model year of 2003.

Date: April 10, 2003  
To: All Participating Bidders  
From: Diane Cowan, Purchasing Agent

**ADDENDUM NO. 1 TO CONTRACT #2003-5**  
**NEW 2003 HYDRAULIC EXCAVATOR**

Please note the following changes to our original contract document:

- **UNDERCARRIAGE**
  - Item #1 was: Width of tracks, outside to outside (Min 9' 2" to Max 10' 6")
  - Item #1 should be: Width of tracks, outside to outside (Min 8' 6" to Max 10' 6")
  
  - Item #2 was: Triple grouser "Shoes" 24' width
  - Item #2 should be: Triple grouser "Shoes" 23.6" to 32" width
  
- **ATTACHMENTS**
  - Item #7 was: Hydraulic quick couplers for bucket
  - Item #7 should be: (1) Hydraulic quick coupler provided

We apologize for any inconvenience this may cause. If you have any questions concerning this information, please call me. Bid opening remains scheduled for Tuesday, April 29, 2003 at 2 p.m. Please sign the bottom of this form and fax to my attention at 814-238-5361 to confirm receipt of this Addendum.

Business Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_