

ANSWERS TO QUESTIONS RECEIVED THROUGH 10:00 AM ON DECEMBER 21, 2018:

Q#1 I propose a Midsota Model SL12-RA as equal to the standard specified. Please review the specifications and advise whether this proposed equal is approved.

A#1 The proposed equal is conditionally approved, provided the following conditions are satisfied:

- 1. A conforming tailgate is fabricated and installed.*
- 2. The D-Rings are removed from the inside of the Bed*
- 3. The Traction Metal is removed from inside of Bed*
- 4. 24" removable steel stake racks are provided for the front and side of the trailer*

The Specifications are modified accordingly through this Addendum No. 1.

MODIFIED CONTRACT DOCUMENTS

With this Addendum No. 1, the Commission substitutes the enclosed material for the following Contract Documents:

Specifications Page 7b with additions depicted with underlined italicized *text*.

The Coverpage and Notice to Bidders are modified by reference to extend the bid opening to **January 3, 2019**.

Addendum No. 1

Invitation No. 4330 is hereby acknowledged:

(Firm Name) _____

(Signature) _____

(Printed Name) _____

(Date) _____

THE FOREGOING RESPONSES ARE INCORPORATED INTO THE INVITATION TO BID

SPECIFICATIONS

TEN (10) EACH HYDRAULIC ELEVATING TRAILERS

Detailed Requirements

The Hydraulic Elevating Trailer described herein shall be new and unused, with a rated Gross Vehicle Weight Rating of three thousand (3,000) pounds. It shall have all the standard features that are normally provided with the model being Bid and include any standard options that are required to meet the Specifications. The Hydraulic Elevating Trailer shall be a Tiger Line Model F36008, as manufactured by Tiger Line Equipment Inc., Minster, Ohio, a Midsota Model SL12-RA as manufactured by Midsota Mfg., Avon, Minnesota, provided the Midsota Model SL12-RA is approved equal in regard to dimensions and performance, however the trailer must still meet the required Specifications for the "Tailgate Loading Ramp", "24" high removable steel stake racks, for front and sides only as listed in the Accessories", additionally under Bed Construction no "D-Rings or Traction Metal" shall be mounted inside the bed.

or approved equal, meeting or exceeding the following specifications:

Minimum Capacity and Approximate Dimension

Carrying Capacity:	3,000 lbs. Minimum
Inside Bed Dimension:	60" Wide by 96" Long by 13.5" Deep
Overall Dimensions:	87" Wide by 141" Long
Road Clearance:	14"
Trailer Weight:	Approximately 1,660 Pounds
Main Frame Construction:	The main frame shall be fabricated from 3" x 2-1/8" tubing with sufficient C-Channel cross members
Bed Construction:	The deck shall be fabricated from 7-gauge steel. The front and sides shall be fabricated from 12-gauge steel and rolled and formed at the top for added strength. <u>Additionally, the inside of the bed shall be free of D-Rings and traction metal</u>
Tailgate Loading Ramp:	13" high, full width tailgate ramp with heavy duty steel plate to serve as a horizontal ramp for loading and unloading. It shall have a full 60" hinge $\frac{3}{4}$ " in diameter so that the body of the trailer may be elevated or lowered regardless of the position of the tailgate, with latches on both ends to secure it during transport
Loading Angle:	Approximately five (5) degrees
Axle:	Axle shall be cambered and shall be positioned to allow full suspension travel without interference. There shall be no suspension or axle components below the lowest point of the wheel while the trailer is in the transport position
Springs:	The springs shall be 1.75" wide, semi-elliptical, 5 leaf, with a rated capacity of at least 2,900 pounds each.

SPECIFICATIONS

TEN (10) EACH HYDRAULIC ELEVATING TRAILERS

Wheels and Tires:	ST235/85R16 load range E radial tires mounted on automotive steel rims
Hubs:	Heavy duty 8-bolt hub and drum with taper roller bearings
Brakes:	12" by 2" electric brakes with safety breakaway system.

Hydraulic System

A double action, 5,000 p.si capacity, hand operated pump with built-in reservoir shall be provided. The 10-inch stroke hydraulic cylinders shall be dual inter-connected with shielded pistons. The cylinders shall be equipped with chrome plated rams and external seals to wipe the plungers clean and keep dirt and foreign matter from entering the system. The entire system shall be completely sealed from dirt.

Accessories

The following additional features shall be provided:

- Lighting system, meeting Federal Regulation 108 at time of manufacture
- 2,000 Lb. capacity adjustable screw parking jack with steel pad
- 3" inside diameter lunette, height adjustable from 20" to 30"
- Safety chains with hooks
- Bolt on, formed steel fenders with skirt, mounted to allow rotation of axle.
- License plate bracket with light
- 24" high removable steel stake racks, for front and sides only
- 7-Way round plug (configured to OTIC standards)

Trailer Painting

All exterior metal parts, except for stainless steel, bright metal and manufacturer's name plates, shall be painted as follows:

1. The metal shall be thoroughly cleaned and free from rust and scale.
2. One (1) coat of rust-inhibiting epoxy primer, of a penetrating type, shall be applied
3. One (1) base coat, and one (1) finish coat of manufacturer's standard paint shall be applied, (trailer body shall be painted gray and the fenders shall be painted blue).

Warranty

A manufacturer's warranty shall be provided with the following minimum coverages:

- Complete One (1) year Warranty on entire trailer

SPECIAL PROVISIONS

Data to be Furnished by Prospective Bidders

Each Bidder shall furnish with its Bid complete and lucid descriptive data to facilitate the evaluation of its Bid and in addition thereto the following data pertaining to the equipment offered:

1. The Specifications and Dimensional Drawings published by the Manufacturer of the trailers.
2. Any and all additional data necessary to determine complete compliance with these Specifications.

This data will be used in evaluating Bids. However, it will not be considered part of the Proposal and will not authorize the furnishing of equipment not meeting the Specifications.

The Commission reserves the right to reject all Bids and to waive minor technical defects or irregularities.

Data to be Furnished by Contractor

The Contractor shall, within twenty (20) days after award of Contract, deliver to the Commission's Deputy Chief Engineer the following:

- 11 Copies of the complete shop manual
- 11 Copies of the complete parts catalog
- 11 Copies of maintenance schedules

Delivery

Upon authorization from the Commission, the Contractors shall make complete delivery of the unit as stated below:

The Contractor shall complete delivery within one hundred twenty (120) calendar days after Award of Contract, to the Hiram and Elmore Maintenance Building. (Note: All manufacturer/dealer checks and preparation shall be completed prior to delivery.)

Inspection and Acceptance of Equipment

All equipment shall be inspected by the Commission prior to delivery to determine compliance with the Specifications. Upon completed delivery and inspection of the unit, the Commission will consider payment of the net unit cost. Upon completion of delivery of the unit, and full compliance with the Contract Documents, the Commission will complete payment of all monies due the Contractor, in accordance with the conditions of the Contract.

Form of Questionnaire

The Questionnaires attached to the Form of Proposal, together with the Bidder's answers to the questions contained therein, are made a part thereof, and shall constitute a part of the Contract Documents upon acceptance of any Proposal by the Commission.

SPECIAL PROVISIONS

Failure to Deliver on Time:

If a Contractor fails to complete the delivery by the time(s) specified or within the time(s) to which such completion may have been extended, the Contractor shall pay to the Commission at the following rates per calendar day per delivery location, not as a penalty but as liquidated damages, for each calendar day of overrun in time(s). Said liquidated damages may be deducted from amounts due to the Contractor:

The sum of fifty (**\$50.00**) dollars per day.

The amount of liquidated damages for any day during which the Commission has the beneficial use of the primary or basic unit of equipment or material deliverable at any location may be reduced to twenty (20) percent of the amount specified in the first paragraph of this Section. *

For any day after which the Contractor shall have delivered ninety (90) percent in value as estimated by the Commission of the items of material or supplies called for at any location, and the undelivered items were not required for use of those delivered, the amount of liquidated damages may be reduced to twenty (20) percent of the amount specified as liquidated damages in the first paragraph of this Section; if the amount of delivered items exceeds eighty (80) percent as so estimated but is less than ninety (90) percent, the damages may be reduced to forty (40) percent of the amount so specified.

If by reason of exceptional facts in any case the Executive Director concludes that it would be inappropriate to apply the previous provisions of this Section, and the following formula would be more beneficial to the Contractor, it may be employed: the Executive Director may waive liquidated damages for any day or days on which he or the department head concerned shall determine that the Commission suffered no damages; provided that, in such case, damages for any day or days for which damages are payable shall be charged at the full rate specified in the first paragraph of this Section.

If the Contractor finds it impossible for reasons beyond its control to complete the requirements of the Contract by the date(s) specified or as extended in accordance with this provision, the Contractor may, at any time prior to the expiration of the Contract time(s) as extended, make a written request for an extension of time(s) setting forth therein the reasons which will justify the granting of the request. A Contractor's request shall not be considered unless it is in detail and substantiated by documentary evidence relevant to the basis for the claim. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. The Contractor shall not delay the performance of the Contract pending consideration of the Contractor's request for extension of time.

Any request for extension of time shall be addressed to the Commission's Procurement Manager who shall refer it to the department head concerned for investigation and recommendation prior to allowance or disallowance by the Commission's Executive Director.

If the Executive Director shall find that the delivery was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time(s) for completion in such amount as the conditions justify. The extended times for completion shall then be in full force and effect the same as though it were the original time(s) specified for completion.

SPECIAL PROVISIONS

This paragraph entitled "Failure to Deliver on Time" shall control over the provisions found on page 3b, of the General Terms and Conditions entitled "Date of Completion/Contract Term."

*An example of the type of situation covered by this paragraph would be delivery of a major item of construction equipment or a vehicle without some tools, owner's manuals, or incidental items of hardware called for in the Contract, but which do not prevent the use of the equipment or vehicle. Another example would be a case in which equipment had been delivered and installed in a building, but the Contractor had not completed required refinishing and cleanup work made necessary by the installation.

Certificate of Title and Service Policy:

The Contractor shall furnish a Certificate of Title or a Manufacturers Certificate of Origin for the new vehicle upon delivery and also the Manufacturer's Owners Assistance Information with all coupons attached. The Certificate of Title shall be registered in Cuyahoga County, Ohio. No payment shall be made to the Contractor until a Certificate of Title has been furnished the Commission.

Payment:

For payment purposes, the Contractor shall prepare and submit to the Commission's Accounts Payable, 682 Prospect Street, Berea, Ohio 44017, an original copy of invoice for delivery made.

Insurance:

Immediately upon the execution of the Contract, the Selected Contractor shall forward to the Commission, certificates of insurance which show that the Selected Contractor is insured by an insurance company or companies rated A- or better by A.M. Best and approved by the Commission. Said insurance shall be maintained in full force and effect until the Contract has been fully and completely performed. It shall protect the Selected Contractor and the Commission from liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident arising from the Selected Contractor's performance of the Contract. Said insurance shall provide that in the event of cancellation or expiration of the policy, a thirty (30) day advance notice thereof will be given to the Ohio Turnpike Commission.

The Selected Contractor shall purchase and maintain Commercial General Liability Insurance, for liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident, including employer's liability, in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability.

The Selected Contractor shall, at its own expense, also purchase and maintain Commercial Automobile Liability Insurance covering liability arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment in an amount of not less than a Combined Single Limit of \$1,000,000 for Bodily Injury and Property Damage.

The Ohio Turnpike and Infrastructure Commission shall be endorsed as an additional insured on the Commercial General Liability and Commercial Automobile Liability policy or policies. The insurance policy or policies shall be primary and non-contributory. The above-described certificates of insurance shall be delivered to and remain in the custody of the Commission and each shall be in form and words satisfactory to the Commission's Risk Management Coordinator.

SPECIAL PROVISIONS

The Selected Contractor shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

The Commission may, at any time, require the Selected Contractor to obtain any additional or other insurance. In each such case, the Commission shall reimburse the Selected Contractor for the net premium cost thereof which reimbursement shall be made at the time of final payment.

QUESTIONNAIRE

TEN (10) EACH HYDRAULIC ELEVATING TRAILERS

Manufacturer _____ Model _____ Year _____

Overall Length _____

Overall Width _____

Ground Clearance _____

Bed Length _____

Bed Width _____

Bed Height _____

Load Angle _____

Weight _____

GVWR _____

Axle Rating _____

Tire Size _____

Hydraulic System P.S.I. _____

Trailer Elevating Method _____
