INVITATION TO BID

AND

SPECIFICATIONS

FOR

**2015/16 Concrete Reclamation**

CITY OF ST. CHARLES

ILLINOIS

2015

SPECIFICATION #150410A

BID OPENING: April 10, 2015

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SPECIFICATION #150410A

BID OPENING : April 10, 2015

SECTION I

NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois, **no later than** 10:30 a.m., Friday, April 10, 2015, for 2015/16 Concrete Reclamation.

Bids will be opened publicly and read aloud in the Council Chambers at 10:30 a.m., Friday, April 10, 2015.

Specifications and bidder information may be obtained at the Office of the Inventory Control & Purchasing Manager, City of St. Charles, 200 Devereaux Way, St. Charles, Illinois.

**All sealed envelopes must be clearly marked for which proposal they pertain to.**

**CITY OF ST. CHARLES**
Mike Shortall
Inventory Control & Purchasing Manager

## SECTION II
## INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid", and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding for sixty (60) calendar days following the date of the bid opening.**

B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.

C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles purchasing manager to the successful bidder.

D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.

E. All bids must be quoted on the basis of delivery to the City storeroom, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.

F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.

G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.

I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.

J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.

K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

**REQUIRED_____ NOT REQUIRED__X_____**

L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

**REQUIRED_____ NOT REQUIRED__X_____**

2. **MATERIALS**:
Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**

The bidder must supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications will be mailed to each bidder receiving a set of the bid documents. Bidders shall acknowledge receipt of such addendum by returning the addendum form.

5. **BID DEPOSIT**

A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond **is** required to accompany this bid. Failure to do so will eliminate the bid.

**REQUIRED**_____ **NOT REQUIRED**__X_____

6. **PERFORMANCE BOND**

A performance bond in the amount of 100% of the bid submitted **is** required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance bond shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance bond shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

**REQUIRED**_____ **NOT REQUIRED**_X__

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees

and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the purchasing manager in whole or in part by written notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Insurance Requirements for Bidders.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACCORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

**REQUIRED__X_____ NOT REQUIRED_____**

For this specific project, the City of St. Charles is requiring a liability umbrella of $ 5,000,000 (aggregate for this project).

**REQUIRED _____ NOT REQUIRED X _____**

11. **CERTIFICATE OF COMPLIANCE**
All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**
All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

To the extent as required by law, contractors shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01 (the "Act") and the current City of St. Charles Ordinance with rates to be paid, in effect at the time work is performed in the County where the work is performed. The successful bidder is responsible for posting and issuing current rates to its employees and subcontractors. Current rates are available through the Illinois Department of Labor's website at http://labor.illinois.labor.gov/.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

A. Such records are true and accurate;

B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an

employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

14. **EXECUTION OF CONTRACT, INSURANCE AND PERFORMANCE BOND**
The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance bond when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance bond within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**
Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**
The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**
The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**
All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**
All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**
The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**
All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**
All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.
    1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
    2. When an application shows completion of an item, submit final or full waivers.
    3. The City reserves the right to designate which entries involved in the work must submit waivers.
    4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
    1. List of subcontractors.
    2. List of principal suppliers and fabricators.
    3. Schedule of values.

**REQUIRED_____NOT REQUIRED__X_____**

**CERTIFICATE OF COMPLIANCE OF**
**ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____(bidder) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.

_____
Name of Bidder

By:

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

Notary Public

**CERTIFICATE OF NON-DISQUALIFICATION**
**UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

_____(bidder) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

_____
Name of Bidder

By:

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

Notary Public

**NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).**

# CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____(bidder) shall comply with all local, state and federal safety standards.

_____
Name of Bidder

By:

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

Notary Public

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257**
**OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

_____ (bidder) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

_____
Name of Bidder

By:

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

Notary Public

## CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that the bidder will file their substance abuse prevention plan.

_____
Name of Contractor

By:

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

Notary Public

## CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____(bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

_____
Name of Bidder

By:

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

Notary Public

JH:cb

**Illinois Department of Revenue**
Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-8881

January 2, 2015

CITY OF ST CHARLES
DIRECTOR OF FINANCE
TWO EAST MAIN ST
ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07
to
CITY OF ST CHARLES
of
ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

Issued To: _____

Company: _____

Date Issued: _____

Project: _____

Dates Valid: _____

Christopher A. Minick, Director of Finance

STS-70 (R-2/98)
IL 492-3524
10-0001417

STS-70 (R-2/98)
IL 492-3524
10-0001417

SAMPLE

# City of St. Charles
## Certificate of Insurance Requirements

All Contractors, Manufacturers/Distributors, and Suppliers shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

1. Minimum Insurance Requirements and Limits

| | *Coverage* | | *Limits* |
|---|---|---|---|
| A. | Automobile Liability | $1,000,000 | Combined single limit |
| B. | Commercial General Liability | $1,000,000 | Per occurrence |
| | | $2,000,000 | General aggregate |

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

| | | | |
|---|---|---|---|
| C. | Workers' Compensation | $500,000 | Per accident |
| | (Employers' Liability) | $500,000 | Disease limit |
| | | $500,000 | Each Disease |
| D. | Umbrella Liability | $5,000,000 | Limit |

2. Cancellation or Alteration

   The policies of insurance required by this exhibit shall provide that they cannot be cancelled or altered in any way changing coverage except after 30 days' prior written notice by certified mail to owner.

3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City.

4. Insurance Certificates

   A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.

   B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

   The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."

6. Minimum Insurance Carrier

   All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.

STCHAR2 OP ID: MR

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wine Sergi & Co, LLC
225 Smith Road
St. Charles, IL 60174
Richard W. Ryan

630-513-6600
630-513-6399

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AM Best Rating A-VI or better | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Approved Contractor
123 Main Street
Any Town, IL 60174

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | | |
| | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | N/A | X | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of St. Charles and any official, trustee, director, officer or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects are additional insured as respects general liability coverage on a primary and non-contributory basis. Waiver of subrogation applies to general liability and workers compensation.

CERTIFICATE HOLDER

STCHAR1

City of St. Charles
2 E. Main Street
St. Charles, IL 60174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## SECTION IV
## PROPOSAL FORM

| READY MIX | QUANTITY (APPROX.) | COST (PER CU. YD.) |
|---|---|---|
| 6 Bag, 4000 P.S.I. | 500-900 Cu. Yds. | $_____* |
| Pipe Cover Mix/Flowable Fill | 25 Cu. Yds | $ _____ |
| 6 Bag, 4000 PSI w/fibers | 50-100 Cu. Yds | $ _____ |
| 6.1 Bag, quick set mix | 50-100 Cu. Yds | $ _____ |
| Minimum load charge (under ___ Cu. Yds.): | | $ _____ |

Waiting time charge: $ _____

Winter service charge: $ _____

State time period for which winter rate applies: _____

***DELIVERED PRICE**
**ALL PRICES ARE FIRM FROM 5/1/15-4/30/16.**

I/We propose to furnish the City of St. Charles 6 bag, 4000 P.S.I. Ready Mix (with and without fibers) and Pipe Cover Mix at the above price(s) for the 2015/16 Construction Season.

I/We certify that this Bid has been arrived at independently and has been submitted without collusion with any vendor of materials or supplies.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

SIGNATURE OF AUTHORIZED AGENT: _____

PRINTED NAME OF AUTHORIZED AGENT: _____

MWS:cjb