

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.G
	Title:	<b>Recommendation to Approve a Resolution to Award the Bid for Concrete Materials to Prairie Material</b>	
	Presenter:	<b>AJ Reineking</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> April 24, 2023	
<b>Proposed Cost:</b> \$ <i>up to 90,000</i>		<b>Budgeted Amount:</b> \$90,000	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The City recently opened bids for the provision of concrete materials for in-house Public Works operations for FY23/24. The City received two responses to this bid solicitation with Prairie Material submitting the lowest qualified bid for this work. The City has utilized concrete material from Prairie in the past, primarily being serviced from their Batavia facility, and found the material to meet the City's standards.</p> <p>While the Public Services Division is the primary user of this contract for making repairs to sidewalks, curbs and roadways throughout the community, all Public Works divisions utilize concrete materials for general construction and restoration following underground excavations.</p>			
<b>Attachments</b> (please list):			
*Bid Tabulation			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Resolution to award the bid for concrete materials to Prairie Material in the submitted bid rates.			

**Concrete Materials Rebid (PS2023-10-1)**

Base Bid	Analysis Quantity	unit of measure	Minimum Order	Prairie Materials		Ozinga	
				Price	Extended Price	Price	Extended Price
4000 psi group 6.0 BG GEN AE mid	25	cubic yard	1	\$ 163.00	\$4,075.00	\$ 170.00	\$4,250.00
4000 psi group 6.0 BG Full AE	500	cubic yard	1	\$ 163.00	\$81,500.00	\$ 170.00	\$85,000.00
4000 psi group 5.0 BG WR FA Full AE	25	cubic yard	1	\$ 157.00	\$3,925.00	\$ 167.00	\$4,175.00
Environmental Charge	550	cubic yard	1	\$ 3.25	\$1,787.50	\$ 3.25	\$1,787.50
Calcium Chloride 1%	50	cubic yard	1	\$ 3.35	\$167.50	\$ 4.25	\$212.50
Calcium Chloride 1.5%	50	cubic yard	1	\$ 5.03	\$251.50	\$ 6.38	\$319.00
Calcium Chloride 2%	50	cubic yard	1	\$ 6.70	\$335.00	\$ 8.50	\$425.00
"High early" or equivalent	50	cubic yard	1	\$ 205.00	\$10,250.00	-	-
2-day Mix	50	cubic yard	1	\$ 195.00	\$9,750.00	-	-
Minimum Order Charge		each		-		<7CY \$40  <6 \$80  <5 \$120  <4 \$160  <3 \$200  <2 \$240	
Wait Time Charge (after 60 minutes)*		cubic yard		\$2/min		\$2.50/min	
<b>Options</b>							
		unit of measure		Price		Price	
ADA tiles 4'		each		-		\$ 88.00	
ADA tiles 5'		each		-		\$ 110.00	
Flowable Fill/ Pipe Cover		cubic yard	1	\$ 120.00		\$ 150.00	
Fibermax Fibers		cubic yard	1	\$ 12.00		\$ 12.00	
Retarder		cubic yard	1	\$ 4.70		\$ 4.25	
IDOT 6.1		cubic yard	1	\$ 168.00		\$ 174.25	
IDOT 4.6		cubic yard	1	\$ 165.00		\$ 172.50	
<b>Delivery Fees</b>							
		unit of measure		Price		Price	
Cooling (> 90)		cubic yard		\$ 25.00		\$ 25.00	
Winter Service Charge		cubic yard	Nov 1- Mar 31	\$ 15.00		\$ 15.00	
Saturday Delivery		each		\$ 10.00		\$ 100.00	
Overtime Delivery		each		\$ 10.00		\$ 10.00	
Cancellation fee		per occurrence		\$ 500.00		cost of load if truck is loaded prior to cancellation	

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Quotation Date	2023-03-30
Quotation Expiration Date	2023-04-29
Project Price Expiration Date	2023-12-31

### Customer Account Information

<b>Number</b>	: 5919992	<b>Contact Name</b>	:
<b>Name</b>	: CITY OF ST CHARLES	<b>Phone</b>	:
<b>Address</b>	: 2 EAST MAIN STREET ST CHARLES IL 60174 United States	<b>Mobile</b>	:
		<b>E-Mail</b>	:

### Project Information

<b>Name</b>	: 2023 DELIVERED VARIOUS
<b>Address</b>	: 2 East Main Street, St. Charles, IL, USA
<b>Tax Exempt</b>	: N

### Quotation By

<b>Name</b>	: Scott A Stamper
<b>Phone</b>	:
<b>Mobile</b>	: (708) 557-7849
<b>E-Mail</b>	: SCOTT.STAMPER@VCIMENTOS.COM

### Products

Order Desk: 800-649-3690

Product ID	Description	Usage	Total Delivery	UoM
6138759	REDI-PAVE 1		\$205.00	YD <sup>3</sup>
6113231	P3000 PSI AE WR		\$157.00	YD <sup>3</sup>
6116261	4000PSI FLAT AIR MRWR		\$163.00	YD <sup>3</sup>
6138760	REDI-PAVE 2		\$195.00	YD <sup>3</sup>
6183397	71PCC963P 4.6 PV SI		\$165.00	YD <sup>3</sup>
6183396	71PCC923P PV SI 6.1		\$168.00	YD <sup>3</sup>
6183399	71PCC924P PP-1		\$175.00	YD <sup>3</sup>
6115771	71PCCLS01 GLSM MIX # 1		\$120.00	YD <sup>3</sup>
8431	FIBERMAX FIBRILLATE /YD3		\$12.00	YD <sup>3</sup>
8432	FIBERMAX MONO /YD3		\$9.00	YD <sup>3</sup>
8681	SUPERPLASTICIZER/YD3		\$10.00	YD <sup>3</sup>
8501	NON CHLORIDE ACCELERATOR 1.0%		\$10.75	YD <sup>3</sup>
8504	NON CHLORIDE ACCELERATOR 2.0%		\$21.50	YD <sup>3</sup>
8506	NON CHLORIDE ACCELERATOR 3.0%		\$32.25	YD <sup>3</sup>
8378	CALCIUM CHLORIDE 1.0% /YD3		\$3.35	YD <sup>3</sup>
8385	CALCIUM CHLORIDE 2.0% /YD3		\$6.70	YD <sup>3</sup>
8631	RETARDER		\$4.70	YD <sup>3</sup>

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Price Escalation			
Description	Effective Date	Escalator	UoM
All prices will increase effective	2023-07-01	\$10.00	YD <sup>3</sup>
All prices will subsequently increase effective	2024-01-01	\$10.00	YD <sup>3</sup>
All prices will subsequently increase effective	2024-07-01	\$10.00	YD <sup>3</sup>
All prices will subsequently increase effective	2025-01-01	\$10.00	YD <sup>3</sup>

Associated Products			
Product ID	Description	Price	UoM

Cost Recovery			
Description		Price	UoM
MINIMUM LOAD	APPLICABLE FOR LOAD SIZES UNDER 8YD <sup>3</sup> : \$20.00; UNDER 7YD <sup>3</sup> : \$30.00; UNDER 6YD <sup>3</sup> : \$40.00; UNDER 5YD <sup>3</sup> : \$80.00; UNDER 4YD <sup>3</sup> : \$120.00; UNDER 3YD <sup>3</sup> : \$160.00; UNDER 2YD <sup>3</sup> : \$200.00.	\$200.00	LD
WAITING TIME /MINUTE	ADDITIONAL TIME WILL BE CHARGED AFTER 60 MINUTES AT \$120.00 PER HOUR.	\$2.00	MIN
ENVIRONMENTAL CHARGE - YD3		\$3.25	YD <sup>3</sup>
WINTER HANDLING /YD3	EFFECTIVE NOVEMBER 1 THROUGH MARCH 31 INCLUSIVE.	\$15.00	YD <sup>3</sup>
SATURDAY DELIVERIES - YD3	EFFECTIVE ALL DAY SATURDAY (SUBJECT TO PLANT OPENING CHARGE).	\$10.00	EAC
FUEL SURCHARGE	ADDED WHEN ON-HIGHWAY DIESEL PRICES ARE AT OR ABOVE \$3.90 PER GALLON. SEE NOTES FOR MORE DETAILS.	\$18.00	LD
SUMMER SERVICE	WHEN CONDITIONS REQUIRE ARTIFICIAL COOLING.	\$25.00	YD <sup>3</sup>
LIQUID NITROGEN COOLING	WHEN ADDITIONAL COOLING IS NEEDED OUTSIDE THE NORMAL SUMMER SERVICE COST OF \$25	\$7.00	GAL
DUMP & DISPOSAL FEE	RETURNED CONCRETE GREATER THAN OR EQUAL TO ONE (1) YD <sup>3</sup> .	\$300.00	LD
CLEAN UP CHARGE	COLOR WASH OR OTHER EXCESS CLEANING, INCLUDING WASHING CUSTOMER'S EQUIPMENT.	\$200.00	LD
STOP/DIVERSION CHARGE - EXTRA	TRUCK TAKEN TO MULTIPLE LOCATIONS OR LOAD DIVERTED TO ANOTHER LOCATION AFTER LOADING.	\$100.00	LD
CANCELLATION FEE	FLAT RATE CANCELLATION OF SHIP REGARDLESS OR CONFIRMED ORDER SCHEDULED UP TO 9:30AM.	\$500.00	LD
CANCELLATION FEE YD3	VARIABLE RATE CANCELLATION OF SHIP REGARDLESS OR CONFIRMED ORDER SCHEDULED UP TO 9:30AM. FLAT RATE + VARIABLE RATE FOR EACH YD <sup>3</sup> OVER 100 YD <sup>3</sup> .	\$4.00	YD <sup>3</sup>
DELIVERY CHARGE - OVERTIME /YD3	TRUCK LOADED OUTSIDE HOURS OF 5:00AM TO 4:00PM.	\$10.00	EAC
PLANT TIME - OVERTIME	4 HOUR MINIMUM WHEN PLANT NOT OTHERWISE OPERATING.	\$600.00	HR

THIS IS A DRAFT QUOTATION. IT IS NOT AN OFFER TO SELL THE PRODUCT IDENTIFIED ON THIS DRAFT QUOTATION. THE DRAFT QUOTATION MAY NOT BE RELIED UPON BY THE CUSTOMER TO ESTABLISH ANY CONTRACT. PURCHASE ONLY THE PRODUCT IDENTIFIED ON THE DRAFT QUOTATION. THE PART OF SUPPLIER TO SELL OR OTHERWISE PROVIDE ANY PRODUCT ON ANY SPECIFIC DATE.

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## Notes

E-ticketing available. Prairie Material will be going completely paperless in 2023. Setup your account and get started today at <https://www.truckast.com/>. Please contact your sales representative with any questions.

Fuel surcharge is added at \$18.00 per load when Midwest On-Highway Diesel Fuel Price is at or above \$3.90 per gallon per the U.S. Department of Energy Index. Fuel surcharge increases to \$25.00 per load when diesel prices are at or above \$5.00 per gallon, \$33.00 per load when diesel prices are at or above \$6.00 per gallon, \$41.00 per load when diesel prices are at or above \$7.00 per gallon, and \$49.00 per load when diesel prices are at or above \$8.00 per gallon. Surcharge will be re-evaluated on the first day of each month and will apply for the entire month. Midwest On-Highway Diesel Index can be found at <https://www.eia.gov/petroleum/gasdiesel/>

### TERMS AND CONDITIONS OF SALE - CONCRETE

1. Agreement. These terms and conditions govern every purchase of concrete or concrete products from VCNA Prairie LLC ("Supplier") by any individual or entity (each, a "Customer") and, together with any quotation, delivery ticket, mix design submittal and credit agreement issued by Supplier, and any other document specifically referenced herein, form an agreement between Supplier and Customer to provide concrete or concrete products ("Product") (collectively the "Agreement"). Any proposal or attempt to vary the terms of this Agreement is expressly rejected by Supplier, unless signed by an authorized representative. Customer's signature on any part of the Agreement, request for Product or acceptance of Product each constitute Customer's acknowledgement that it accepted and is bound by the Agreement.
2. Prices and Payment Terms. Unless specifically noted, the quoted price only includes the manufacture and delivery of Product. It does not include any costs of inspection, tests, cost recovery items (including charges or fees relating to fuel or other surcharges, environmental matters, plant opening, tickets or fines, restricted loads, extra stops or diversions, minimum loads, weekend work, wait time, clean-up, cancellation, overtime, winter handling, summer cooling, returns, dumps or disposals) or charges due to Customer's delays, actions or inactions, nor does it include taxes, bonds or other government levies, tariffs or duties, all of which, if applicable, are payable by the Customer. If a Customer is tax-exempt, it must present satisfactory proof of its tax exemption certificate prior to the time the Product is shipped. Customer will pay all invoices within 30 days of the date of the invoice. Late payments will accrue interest at the rate of 1.5% per month (18% per annum) and Customer shall be responsible for all of Supplier's expenses (including legal fees) incurred in collecting any unpaid amounts. Notwithstanding any grant of credit to Customer by Supplier, if at any time the financial responsibility of the Customer becomes unsatisfactory to Supplier or the Customer is in default to Supplier or its affiliates under this or any other agreement, Supplier reserves the right to withhold further Product or require advance cash payment or satisfactory security prior to supplying any further Product. The Supplier shall be entitled to avail itself of any and all mechanic's, materialman's, or supplier's lien rights that exist in any applicable jurisdiction to secure payment for Product. The Customer may not make any set-offs or deductions (including those for alleged damages or delays) from payments due hereunder. Any charges or fees imposed, including for fuel or environmental matters, are not represented to be a direct offset or pass through of the Supplier's actual costs to service any individual account, but are intended to address its overall costs. Once accepted by Customer, the price under the Agreement is subject to change by Supplier, at its sole discretion, upon sixty (60) days' notice to Customer.
3. Delivery and Cancellation. Requests for deliveries of Product must be made at least 24 hours in advance. Supplier cannot guarantee delivery times, pour rates, slump or Product, vehicle, or equipment availability. Under no circumstances will Supplier be liable for any back charges or other charges due to alleged delivery delays. Supplier reserves the right to supply Product from any plant of its choosing and to determine the delivery route. Fees may apply to order cancellations. Customer shall provide reasonable and safe access to the point of sale, and facilities to allow Supplier or its agents to stage trucks prior to unloading and to clean delivery vehicles after Product delivery. If Customer or its agent does not sign the delivery ticket for the Product or otherwise receive the Product in the manner agreed to by the parties, the Product will, at Customer's expense, be returned to Supplier or, at Supplier's option, Customer's failure or refusal to do so shall constitute its agreement with all matters set forth in the relevant delivery ticket furnished by Supplier. If Supplier, in its sole discretion, determines that such access or facilities are not reasonable or safe, then it may remove its equipment or stop deliveries until such access or facilities are provided, at Customer's expense. Supplier will not be liable for any cold joints. All deliveries of Product shall be to the curbside nearest the delivery address, and Supplier shall have no liability for any damage or injury caused during deliveries that are beyond the curbside.
4. Point of Sale. "Point of sale" means the time and place at which the Product (i) exits the end of the chute from any delivery vehicle owned or operated by Supplier or its subcontractor to the specified location; or (ii) is loaded from Supplier's plant onto any vehicle or equipment owned or operated by Customer or its agent or subcontractor. "Delivery" occurs at the point of sale. Title to and risk of loss of Product shall transfer to Customer at the point of sale.
5. Supplier's Site. Customer acknowledges that Supplier's sites may include heavy industrial activity or other hazardous conditions. Customer and any agent must, when on the Supplier's site or when handling the Product, comply with all applicable laws, ordinances, by-laws, rules and regulations, including those regarding safety, and, to the extent they are more restrictive, all of Supplier's rules, policies and instructions. Customer will ensure that all of its employees and agents entering Supplier's site are properly qualified and wear all required safety apparel. Supplier reserves the right to refuse entry to its site of any vehicle or person it deems unsafe.
6. Volume. The standard measurement unit of Product shall be the one indicated on the quotation or as otherwise communicated by Supplier in writing. Customer is responsible for taking delivery of Product supplied pursuant to its order. The minimum load sizes for Product delivery differs depending on the mix. Any claim for shortage of Product must be made to Supplier within 24 hours after receipt of Product by Customer, and, in such instance, the

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## Notes

- quantity of loaded or delivered Product that is shown on Supplier's delivery ticket shall be conclusive evidence of the quantity of Product delivered.
7. Warranty. Supplier warrants that, at the point of sale, Products will conform to applicable specifications for compressive strength, durability and workability in the current American Society for Testing and Materials ("ASTM") C94/C94M Standard Specification for Ready-Mixed Concrete ("ASTM Standards") or other alternative specifications that are agreed upon in writing. The Product is otherwise sold on an as is, where is basis. This warranty is not assignable by the Customer. THE FOREGOING WARRANTY IS EXCLUSIVE. SUPPLIER DISCLAIMS ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, REPRESENTATIONS OR GUARANTEES, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Warranty claims that are based on the strength of the Product must be made in writing within 60 days of the date of delivery of the Product. Warranty claims that arise out of any other issue must be made in writing within one year from the date of delivery of the Product. Regardless of the basis of the claim, Customer must provide Supplier with written notice of its warranty claim within five business days of the date Customer discovered or should have discovered such claim, and the claim must be accompanied by the Agreement and all evidence in Customer's possession which supports its claim, including proof of nonadherence to the applicable specification by performance of a Petrographic examination in accordance with the applicable ASTM procedures (at Customer's expense). Claims will be determined based on Supplier's quality assurance test results for samples of the Product, if any. This warranty does not apply to Products that are concrete blocks or that have been manufactured by any third party, all of which are sold as-is, where-is.
8. Warranty Does Not Include: For clarity, Customer acknowledges that Supplier makes no warranty with respect to (i) the Product after the point of sale, including placing, finishing or curing of the Product; (ii) any finished work in which the Product is used; or (iii) the suitability of the Product for any particular use. Furthermore, the warranty set out in Section 7 shall not apply and Supplier has no liability hereunder if:
- a. Sampling and testing of Product is not in strict accordance with the ASTM Standards or if results are not interpreted in strict accordance with ASTM Standards;
  - b. Addition of water by Customer or at Customer's request results in the slump exceeding the maximum specified slump and/or water/cementitious ratio (if applicable);
  - c. Customer or any other party on Customer's request adds or mixes any materials or admixtures unless authorized in writing by the Supplier;
  - d. Customer specifies any of the proportions of the Product mixed, regardless of acceptance of mix submittal by Supplier, beyond the responsibility assumed by the Supplier for mix performance as specified in ASTM C94 6.4 - 6.7;
  - e. Placement of Product is not completed within the timeframe specified for delivery and placing, for any reason other than Supplier's breach of this Agreement;
  - f. Customer fails to supply any applicable project specification, supplies an incorrect project specification or orders Product that does not meet applicable ASTM Standards; or
  - g. Installed Product is exposed to any non-traditional or alternative chemical de-icing materials (including calcium chloride, calcium magnesium acetate (CMA), potassium chloride, magnesium chloride or urea), application techniques or application rates.
9. Limitation of Remedies. The exclusive remedy of Customer or any third party against Supplier for all claims related to warranty or Product quality (whether the claims arise in tort, contract, or any other theory of liability), or for any loss or damages arising out of, connected with or resulting from the Product or this Agreement, is, at Supplier's discretion, (i) replacement of the Product or (ii) credit for the purchase price paid for the Product, and shall in no event cost Supplier more than the amount paid to Supplier for the Product. Without waiving the foregoing limitations, each of the Supplier and Customer shall defend, indemnify and hold the other harmless from any third-party claims, causes of action, liabilities, losses, costs, taxes, penalties, attorneys' fees, expenses or otherwise, resulting from property damage, personal injury or death, to the extent caused by its breach of this Agreement, negligence, gross negligence or willful misconduct. Notwithstanding anything else herein, including the Supplier's indemnification obligations, Supplier shall not be liable to Customer or any third party for any lost profits, indirect, consequential, liquidated, punitive or similar types of damages, nor will Supplier accept any back charges for any construction delays experienced by Customer or any third party, regardless of whether the alleged liability, loss or damage arises in tort, contract or any other theory of liability.
10. Technical Information and Assistance. Any technical or other information or assistance provided by Supplier or its agents, or oral statements made by Supplier or its agents, about the Product, is given without warranty or specification, and accepted at the Customer's risk. Customer acknowledges that it is sufficiently knowledgeable regarding the Product and its intended use by Customer, and that Customer selected the Product for such use and decided to enter into this Agreement without any reliance upon any representations or statements of Supplier or its agents not expressly set forth in the Agreement.
11. Project Information. Customer shall furnish to Supplier, upon oral or written request, copies of all payment bonds, notices of commencements, job addresses and other information Supplier deems necessary to protect Supplier's interest in the Product. Supplier shall have the absolute right to provide any notices to third parties or otherwise, required to secure lien and bond rights available to Supplier.
12. Force Majeure. Supplier may delay performance occasioned by events beyond its control without incurring liability for such delay when such delay is caused by a) acts of God or the public enemy, fire, explosion, epidemics, pandemics, public health crises, acts of war or terrorism, perils of the sea, flood, drought, war, riot, sabotage, vandalism, accident, breakdown, strike, labor dispute, protest, civil unrest, embargo or other casualty; b) compliance with any order, action, direction or request of any government authority; c) shortage of labor or materials; d) supply chain disruption; or e) any other circumstance that is beyond its reasonable control, including Customer's acts or omissions. Further, and without limiting the foregoing and irrespective of any preexisting supply commitment to Customer, Supplier may, during periods of shortages or disruptions in labor, material or supply chains, allocate Product to Customer in accordance with similarly-situated customers.
13. Confidentiality. This Agreement is intended for Customer's use only. The contents of the Agreement are confidential and, unless compelled by law or judicial process, shall not be shared with third parties without Supplier's written consent.
14. Miscellaneous. Failure by Supplier to exercise any of its rights hereunder shall not operate as a waiver of such rights. This Agreement supersedes all

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## Notes

other agreements, written or oral, regarding the subject matter of this Agreement, and no prior or subsequent understanding, agreement, term, condition or trade custom that conflicts with or is supplementary to this Agreement is binding on Supplier. All references to ASTM documents in these Terms and Conditions are to those in effect as of the effective date of these Terms and Conditions. This Agreement is not assignable by the Customer. Customer has read and agrees to abide by the Supplier's Anti-Corruption Commitments for Customers, Anti-Corruption Policy and Code of Conduct, each of which is available upon request and may be found at <http://salestermsandconditions.vcnainc.com/>. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard for its choice of law or conflict of law principles, and, in the event of any disputes arising out of this Agreement, such disputes shall be brought exclusively in the United States District Court for the Northern District of Illinois, Eastern Division or the Illinois state court having jurisdiction over Cook County, Illinois, and the parties consent to jurisdiction in such fora for any such disputes. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. Please contact us at (708) 594-6995 with any complaints or questions.

## Acknowledgement

I have read, understand and accept the quotation in its entirety:

**Signed by** CITY OF ST CHARLES

**Signed by**

2023-03-30

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
 Scott A Stamper

\_\_\_\_\_  
**Print Name and Title**

DRAFT

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