| | T | | | | | | | | |
|--|---|--|---|---------------------------|---|--|--|--|--|
| | AGEND | A IT | EM EXECUTIVE SUMMARY | Ager | nda Item number: 5.n | | | | |
| | Title: | ase Order for Concrete | | | | | | | |
| TIM | | Ma | terials | | | | | | |
| ST. CHARLES | Presenter: | ter: AJ Reineking | | | | | | | |
| Meeting: Government Services Com | | | Date: May 22, 20 | nittee Date: May 22, 2017 | | | | | |
| Proposed Cost: \$60 | 0,280.00 | | Budgeted Amount: \$60,280.00 Not Budgeted: | | | | | | |
| Executive Summary (if not budgeted please explain): | | | | | | | | | |
| bid on their material employed again for The City received magain from the three two responses to the VCNA Prairie LLC | als, and have the FY18 properties of responses the vendors known is solicitation and submitted the s | insterogramento its sown and the lows will | bid for concrete materials. Pricing to be able to provide these materials one "no" bid. west unit prices per yard for 6 bag rule be coming from their Batavia loca | rice list quotes to the | sts. This practice was s were directly requested the City. Staff received to well as the standard | | | | |
| Attachments (plea | se list): | | | | | | | | |
| | ŕ | * Pr | ice Tabulation * Bid Waiver | | | | | | |

Recommendation/Suggested Action (briefly explain):

Recommendation to authorize a Purchase Order with VCNA Prairie LLC for concrete materials in the submitted unit rates, not to exceed the budgeted amount of \$60,280.00.

QUOTATION

CONCRETE QUOTATION - Page 1

Votorantim Cimentos

PRATRIE

QUOTED: May 4, 2017 REVISED: May 4, 2017

REV#: 0

VCNA Prairie LLC 7601 W 79Ih St, PO Box 1123, Bridgeview, IL 60455

QUOTE EXPIRATION: June 3, 2017 Office: 708-458-0400 Dispatch: 800-649-3690 SALES REP: Joe Nicklaus - Cell: (708) 546-9014 http://www.prairie.com/ **COMPANY INFORMATION** COMPANY NAME: City of St Charles ATTENTION: Tony Bellaflore ADDRESS: 2 EAST MAIN STREET, ST CHARLES, IL PHONE: (630) 762-7071 EMAIL: FAX: PROJECT INFORMATION PROJECT NAME: 2017 Various Project Information must be ADDRESS: St Charles IL complete at delivery MIX NUMBER PRODUCT DESCRIPTION USE PRICE UOM 6114716 6.0 GEN AE MID 6 Bag \$110.00 PER YARD 6120114 71PCCD175 PV SI Idot 6.1 \$110.00 PER YARD 6119586 71PCC406P PV SI Idot 4.6 \$105.00 PER YARD 6113918 S4000 psi GEN AE MID 4000 PSI \$110.00 PER YARD 6138759 REDI-PAVE 1 Redi Pave \$124.00 PER YARD **Environmental Fee** \$3.00 PER YARD **ESCALATIONS** January 1, 2018 Increase \$10.00 PER YARD January 1, 2019 additional increase \$10.00 | PER YARD Notes: Terms: NET 30

THANK YOU FOR YOUR BUSINESS!

QUOTATION

CONCRETE QUOTATION - Page 2



QUOTED: May 4, 2017
REVISED: May 4, 2017

REV#: 0

QUOTE EXPIRATION: June 3, 2017

PRAIRIE VCNA Prairie LLC

7601 W 79th St, PO Box 1123, Bridgeview, IL 60455 Office: 708-458-0400 Dispatch: 800-649-3690

| SALES RE | | htto:/ | /www.prairle.com/ | |
|---------------------------------------|--|------------------------------|--|------------------------|
| | COMPANY INFORMATION | | | A 4 100 |
| COMPANY NAME: ADDRESS: EMAIL: | City of St Charles 2 EAST MAIN STREET, ST CHARLES, IL | ATTENTION: PHONE: FAX: | Tony Bellaflore (630) 762-7071 | |
| | PROJECT INFORMATION | | 1270,000 | - India |
| PROJECT NAME: ADDRESS: | | | Project Inform complete | |
| OTHER ITEMS | PRODUCT DESCRIPTION | | PRICE | UOM |
| 8431 | Fibermax Fibrillated Fibers (1.5 lb bag) | | \$8.00 | PER YARD |
| 8432 | Fibermax Mono Fibers | | \$6.50 | PER YARD |
| 8681 | Superplasticizer (on mixes under 6000 psi; call for higher strength mixes) | | \$10.00 | PER YARD |
| 8501 | Non Chloride Accel 1.0% | ww. 0 | \$8.75 | PER YARD |
| 8504 | Non Chloride Accel 2.0% | | \$17.50 | PER YARD |
| 8506 | Non Chloride Accel 3.0% | | \$26.25 | PER YARD |
| 8378 | Calcium Chloride Accel 1.0% | | \$2,75 | PER YARD |
| 8385 | Calcium Chloride Accel 2.0% | | \$5.50 | PER YARD |
| 8633 | Retarder | | \$4.30 | PER YARD |
| Environmental Fee | | | 60.00 | DED VADO |
| Summer Service | When conditions require artificial cooling | | \$3.00 | PER YARD |
| Winter Service | Effective November 1 through March 31 | | \$25.00 | PER YARD |
| Saturday Delivery | Effective all day Saturday (Subject to plant opening) | | \$10.00 \$10.00 | PER YARD |
| Minimum Load Fee | Under 8 yd3-\$ 20; Under 7 yd3-\$30; Under 6 yd3-\$40; Under 5 yd3-\$80; Under | 4 vd3-\$120: Under | 3 vd3-\$160: Unde | er 2 vd3-\$200 |
| · · · · · · · · · · · · · · · · · · · | The second secon | med () | O STATE OF THE STA | LEADY MILE |
| Fuel Surcharge | | | \$0.00 | PER LOAD |
| Wait Time | Unloading time of sixty (60) mins per load at no additional charge. Additional un | loading time charg | \$2.00 | PER MINUTE |
| Dump & Disposal | Returned concrete greater than or equal to one (1) yard | | \$230.00 | PER LOAD |
| Clean Up Charge | Color Wash or other excess cleaning, including washing customer's equipment | | \$100.00 | PER LOAD |
| Extra Stop/ Diversion | Truck taken to multiple locations or load diverted to another location after loading | | \$50.00 | PER LOAD |
| Cancellation Fee | Cancellation of SHIP REGARDLESS or CONFIRMED order scheduled up to 9:3 yd3; \$500. Over 100 yd3; \$500 + \$4/yd3 for each yd3 over 100yd3. | 0am. Up to 100 | | |
| Overtime Delivery (M-F | | | \$10.00 | PER YARD |
| Overtime Plant (per Or | der) - 4 hour minimum when plant not otherwise operating | | \$500.00 | PER HOUR |
| Early (Mon - Sat*) | One hour before first truck due on job until 6am | | | Accessed that would be |
| Late (Mon-Fri) | 5pm until one hour after last truck empty. | | | |
| Late (Saturday*) | 1pm until one hour after last truck empty | | | |
| * Note | that all Saturday orders less than 100 yards are subject to plant time charges for | the entire duratio | n of the pour. | |
| | For Sunday and Holiday overtime pricing, please contact your Sales | Representative. | 77.00 | |
| | ned, subject to the conditions noted below: | | | |
| eptance. | pted in writing within 30 days of issue, and is subject to withdrawal prior to acceptance. Prairie reserves the right to re | | | wing Buyer's |
| The pricing contained herein shall | be valid until quote expiration date shown above, should you need pricing beyond date of expiration, please contact o | ur Sales Department for fu | rther assistance, | |
| | n page 3 are an Integral part of this quotation, seent your tax exemption certificate before the order is shipped. Quoted prices DO NOT include tax. | | | |
| Early strength mix design perform: | ance is contingent upon a minimum sustained ambient temperature of 70 decrees | | | |
| reine does its utmost to delive | r materials according to the customer's requested schedule, but at times delays may occur. Prairie will not a | scept back charges for s | service lasues. | |
| accept this quotation, sign here ar | nd return: Print Name: | | | |
| | THANK YOU FOR YOUR BUSINESS! | | | |
| | The second of th | | | |

TERMS AND CONDITIONS

Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller goods and materials, subject to all terms, conditions and provisions as set forth below or here (hereinalter "Terms and Conditions").

 Advance Credit. Seller agross to advance credit to the Buyer by permitting the Buyer to purchase goods and materials from the Seller on an open account; provided, however, that the Seller has the absolute right to refuse Buyer any credit or additional credit at any time and retains the right to deny said credit to the Buyer based on the Seller's credit and underwriting requirements, conditions and criteria. Seller shall retain the sole and exclusive right to increase, decrease or refuse to provide credit at anytime and without notice. The acceptance or approval of this Credit Application and Sale Agreement creates no obligation on the part of Seller to sell product or extend credit to the Buyer.

2. Governing Conditions of Sale. All sales of goods, materials and services by the Seller are subject to these Terms and Conditions. No changes, modification or alteration of the Terms and Conditions will be effective against Seller, unless the same are in writing and signed by a duly authorized officer of the Seller. Buyer's acceptance of delivery of all part of the goods and materials to be furnished hereunder shall constitute Buyer's acceptance of the Terms and Conditions herein. To the extent any terms, conditions and provisions contained in Buyer's purchase documents, purchase orders, invoices, work orders or other writings conflict with or limit the Terms and Conditions contained herein, same shall be null and void and these Terms and Conditions shall control.

3. Acceptance of Goods and Materials. Acceptance of delivery of the goods and materials constitutes acknowledgement by the Buyer of its acceptance of the same. Prices quoted to the Buyer do not include cost of inspection, tests or bond. Any and all testing of goods and/or materials to be performed prior to Buyer's acceptance of the goods and/or materials and which testing is to be performed by the Buyer or Buyer's agents or at Buyer's request, must be

- approved in writing by the Seller prior to shipment.

 4. Warranty. Seller warrants that the goods and materials shall conform to the description in Ticket issued by the Seller at the time the goods and materials leave the Seller's facilities. The foregoing warranty is exclusive and is given and accepted in Lieu of any and all other warranties, express or implied, including WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY IS THE REFUND OF THE PURCHASE PRICE PAID AND IS TO THE EXCLUSION OF ALL OTHER REMEDIES INCLUDING WITHOUT LIMITATION THE RECOVERY OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The remedy set forth herein is the sole and exclusive remedy and the Buyer shall have no other rights or remedies other than as set forth herein. Additionally, Seller makes no Warranties other than as set forth herein, whether expressed or implied, and shall have no responsibility whatsoever once admixtures, water or other materials are added to the goods and/or materials at the time of delivery, whether the admixtures, water or other materials are added by the Buyer or the Seller at the Buyer's request. Any Warranties that might otherwise exist shall be deemed null and void and of no further force or effect if the and/or materials are not received, handled, placed, furnished and or cured in accordance with applicable ACI, ASTM or specific project guidelines by certified personnel. The Buyer hereby agrees not to return to the Seller any goods and materials for the Seller's account without specific written authorization from the Seller. Buyer further agrees not to withhold any payments due, notwithstanding a pending adjustment may be necessary with respect to a claim.
- 5. Charges. Buyer shall be liable for and shall promptly pay when due, all charges set forth herein, including but not limited to, the price of goods and materials, taxes, delivery, pick-up and other charges in accordance with these Terms and Conditions. Unless otherwise in writing, payment terms are Net 10 days, no retainage. Invoices and payment will be for the actual quantities at the quoted prices based on Delivery Tickets provided by the Seller. An environmental fee for concrete may be assessed per yard. The Buyer shall be responsible to pay for any goods and materials ordered and which the Buyer does not take delivery of, unless a written cancellation prior to the time that the Seller has commenced the production of the goods and materials is received by Seller. All payments due hereunder and not made in a timely manner in accordance with the terms set forth herein, shall accrue interest thereon at the rate of 1.5% per month or the maximum permitted by law. Time is of the essence with regard to payments due hereunder. Any check tendered with an endorsement purporting to be an accord and satisfaction or a partial or full release of limitation of Seller's rights or remedies shall be
- without effect. All sums due and payable hereunder shall be paid at any of Seller's locations.

 6. Delivery of Goods and Materials. Buyer shall provide a minimum twenty-four (24) hours advance notice for delivery. Buyer shall schedule pours at least twenty-four (24) in advance stating a specific start time and a specific pour rate. Seller shall have no responsibility for goods lost due to Buyer's failure to maintain the scheduled delivery time and the curb line or enter upon public or private property, or to make delivery at a specific delivery site. The Buyer shall be responsible to provide safe and adequate access. Buyer shall be responsible for any and all costs and/or damages that may be incurred with regard to such a delivery. The Seller and Buyer further agree that (a) the Seller reserves the right to determine whether the delivery site is suitable for such a delivery and the Seller may refuse delivery to such a site, and its sole and absolute discretion; (b) Buyer shall provide reasonable facilities to allow Seller to clean delivery vehicles to avoid tracking mud, dirt, rocks, and debris onto public roads; (c) at the time of delivery, Buyer shall provide duly authorized personnel to execute a delivery ticket, and Buyer's failure or refusal to do so shall be deemed agreement with all matters set forth in the relevant delivery ticket furnished by Seller, including without limitation the price, quantity, and quality of the materials and/or goods being delivered; and (d) where Buyer requests delivery of goods and materials to an unattended site, the Seller will not be liable for any loss or damage

goods and materials to an unattended site, the Seller will not be liable for any loss or damage to such goods and materials so delivered.

7. Concrete prices are based on full legal loads of the truck making delivery, except one load of smaller quantity when required to finish a day's pour on continuous pours exceeding a full legal load. Due to mixing limitations, deliveries will not be made for less than 2 cubic yards. Concrete loads of less than a full legal load and aggregate and sand loads less than truckload quantities may be subject to standard short load fees. (MATERIAL ORDERED IN EXCESS OF REQUIREMENTS AND RETURNED WILL BE CHARGED AT SELLERS CURRENT PROCESSING CHARGE).

PROCESSING CHARGE

- 8. Guaranteed strength concrete is designated to attain the specific compressive strength per square inch at 28 days, using a water cement ratio to produce a stump not to exceed 5" when tested in accordance with rules of A.S.T.M. Where the Buyer requires concrete at greater slump, a charge will be made to cover the cost of additional cement required.
- If at any time water or other material is added to the concrete by Buyer or at his request, the Seller is no longer responsible for either the slump or the strength of the concrete so treated 10. A maximum time per load is allowed for the delivery of each load of material. If trucks are held beyond this period, the excess will be charged to the Buyer at the Seller's current hourly rate for the
- particular equipment.

 11. Default. Buyer shall be in default hereunder if: (a) Buyer fails to pay when due any amounts due under the Terms and Conditions; (b) Buyer shall fail to perform or observe any covenant, condition or agreement to be performed or observed under the Terms and Conditions; (c) Buyer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or elsewhere for liquidation, dissolution, readjustment, composition or reorganization, is adjudicated a bankrupt or insolvent, or files an answer admitting the material allegations of a petition filed against it and any such proceeding, consents to or acquiesces in the appointment of the trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, of if it, or its shareholders shall take any action looking to its dissolution or liquidation; or (d) within sixty (60) days after the commencement of any involuntary proceedings against Buyer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief, such proceeding shall have not been dismissed or vacated.
- 12. Remedies. In the event of Buyer's default, or if Seller has any reason to believe that Buyer may be unable to perform its obligations hereunder, Seller, at its option, shall be entitled to exercise any and all legal rights available to Seller including, any one or more of the following remedies: (a) Seller may suspend any or all shipments to Buyer until such time as Seller has received adequate assurance, in Seller's sole and absolute discretion, of Buyer's ability to perform its obligations hereunder, or (b) bring an action to file for amounts due. Should it be necessary for the Seller to place the Buyer's account for collection, suit or other legal proceeding to enforce these Terms and Conditions, then in such event the Buyer agrees to pay all costs and expenses of collection, suit or other legal action including attorney's fees, paralegal fees, expert fees, collection agency commissions and any other fees and costs necessary to enforce any right provided herein or to collect any sums due hereunder, including but not limited to the forgoing and any appeal or bankrupicy proceedings. All rights and remedies of Seller specified herounder are cumulative and do not exclude any other rights or remedies allowed by law or equity. Interest shall accrue on all monies due hereunder both pre-judgment and post-judgment at the rate of 18% per annum.

13. Governing Law and Jurisdiction. The parties hereby voluntarily and unconditionally waive tital by jury. Any and all litigation arising out of or relating in any way to this Credit Application and Sale Agreement or by virtue of the parties' relationship shall be initiated and/or maintained solely in Cook County, Illinois and not elsewhere. The Buyer hereby irrevocably, voluntarily consents and agrees to submit itself to the personal jurisdiction of the state court in Cook County, Illinois having jurisdiction over the amount in controversy. Buyer hereby waives any objections to personal jurisdiction or venue. The laws of the state of Illinois shall govern the terms of this Credit Application and Sale Agreement.

14. Indemnification for Buyer's Negligence. Buyer, at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Seller and its officers and employees, from and against any liability and all loss, costs, damages, expenses, including court costs, reasonable attorneys' fees, reasonable appellate attorneys' fees, paralegal fees and diabursements paid or incurred by Seller, whether or not suit shall be commenced, on account of claims for whatever reason, including but not limited to, personal injury, including death, sustained by any person or persons whomsoever, including employees of Buyer, and for injury to or damage or destruction of property of a person or organization, including loss of use thereof, arising out of or resulting before, after or in connection with the performance of Buyer's work or otherwise, excepting such matters caused in whole or in part by the fault or negligence of Seller.

15. Indemnification for Matters Caused in Whole or in Part by the Fault or Negligence of Seller. Buyer, at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Seller, and its officers and employees, from and against any liability and all loss, costs, damages, expenses, including court costs, attorneys' fees, reasonable appellate attorneys' fees, paralegal fees and disbursements paid or incurred by Seller, whether or not suit shall be commenced, on account of claims for whatever reason, including but not limited to, personal injury, including death, sustained by any person or persons whomsoever, including employees of Buyer, and for injury to or damage or destruction of property of a person or organization, including loss of use thereof, arising out of or resulting before, after or in connection with the performance of Seller's work under this Credit Application and Sale Agreement. Buyer's monetary limitation for this specific indemnity clause shall be \$1,000,000 or the maximum allowed by Jaw.

16. Project Information. The Buyer agrees to furnish to the Seller, with respect to the goods and materials furnished hereunder, upon oral or written request, with copies of all payment bonds, notices of commencements, job addresses, and other information the Seller deems necessary to protect the Seller's interest. The Seller shall have the absolute right to provide any necessary notices to third parties or otherwise, required to secure lien and bond rights available to the Seller

as a matter of common or statutory law.

17. Miscellaneous. Seller's failure at any time to require strict performance by Buyer of any of the provisions hereof shall not waive or diminish Seller's right thereafter to demand strict compliance therewith, or with any other provision. In case one or more provisions contained in these Terms and Conditions shall for any reason be held invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof and these Terms and Conditions shall be constructed as if the same had not been contained herein. These Terms and Conditions shall be binding upon and inure to the benefit of respective successors and assigns and is applicable to heirs and legal representatives of the parties hereto.

and is applicable to heirs and legal représentatives of the parties hereto.

18. Entire Terms of Credit Application and Sale Agreement. The entire terms of this Credit Application and Sale Agreement are contained herein. No verbal representations or agreements shall modify the terms hereof. It is anticipated that materials or labor supplied by Seller to Buyer may be initiated through the use of invoices, purchase orders, work orders or written direction for Buyer to Seller. It is expressly agreed and understood that the terms of this Credit Application and Sale Agreement shall apply to all such purchase orders, work orders, invoices or other writings placed by Buyer to seller. To the extent there is any inconsistency between the Buyers invoice, marked as orders, work orders that the English the Terms and Carellines abelliances. purchase order, work order or other writing, the Terms and Conditions shall govern.

OZINGA

Ozinga Ready Mix Concrete, Inc. 19001 Old LaGrange Road, Suite 300 Mokena, IL 60448 P (708) 326-4200 F (708) 326-4201

Quote # 48851008

Illinois South Division

| | CITY OF ST. CHARLE | S | Project: | Area Pricing 20 | 117 | |
|--|--|--|--|--|---|--|
| Attention: | Unknown Contact | | Quote Date: | 12/02/2016 | | |
| Address: | Area Pricing 2017 | | Quoted By: | Jim Myers | | |
| | | | Sales Phone: | (847) 209-9842 | | |
| | | | Sales Email: | JimMyers@ozir | | |
| Job PO: | | | Estimated Yards: | 25 | iguicom | |
| Mix | | Usage | | (Qty) | | Price |
| 3000PSI | 3000 PSI PRICE GROUP | The state of the s | THE SHALL PROPERTY OF THE PARTY OF THE | | \$122.00 | per CYD |
| 4000PSI | 4000 PSI PRICE GROUP | | İ | Î | | |
| Environme | ntal Charge | | \$3.00 per CYD | | \$130.00 | per CYD |
| A | additional Charge | Price / Rate | Additional | Charge | | |
| Integral Fiber - Fil | permesh | \$9.00 per CYD | Hot Weather Cooling | Charge | | Price / Rate |
| NCA (Non Chlorid | le Accelerator) | \$9.00 per % per CYD | | \$25.00 per CYD | | |
| Saturday Delivery | | \$80.00 per Load | Overtime Delivery (plant char Integral Fiber - Stealth | де глау арріу) | \$10,00 per CYD | |
| High Range Water | r Reducer | \$9.00 per CYD | Waiting Time - after 60 minu | \$8,00 per CYD | | |
| Fuel Surcharge | | A fuel surcharge will be effective wi | | | \$2.50 per Minute | |
| vlinimum Load Ch | arge | <7CY \$20 <6CY \$40 <5CY \$80 <4C | \$1201<3CY \$1601<2CY \$200 | 33.73 per gallort ASK | your salesman i | or details. |
| Vinter Service | | \$10.00 per CVD from Nov 01 to Ma | | | | |
| | | Please read all charg | es, dates, and terms below. | | | |
| rices firm through | 1: 12/31/2017 | | No Escalation for this Quote. | The same of the sa | THE REPORT OF THE PERSON NAMED IN | |
| | | | The second test this depte. | | | |
| | HOURS | OF OPERATION: MON-FRI 6 | | 00 AM - 12:00 PN | 1 | |
| | A STATE OF THE STA | Terms a | 00 AM - 5:00 PM SAT 6:0 | | 公司制度 | |
| erformance of con irrent ASTM C94 a | e at 45 days may have liens place ange based on change in scope crete which is not adequately co and by certified field inspectors. | d to secure payment – All prices on quo of Project. Payment Terms: Net 30 (outst red, is improperly handled and/or finish | 00 AM - 5:00 PM SAT 6:0 nd Conditions te are applicable if used. Taxes not anding balances shall incur a late p id. Tests for slump and air content | included. Prices subje ayment fee of 1,5% p shall be made in acco | ect to change aft per month). Ozin ordance with pro | ga does not warrant the cedures listed in the |
| erformance of con irrent ASTM C94 a | e at 45 days may have liens place ange based on change in scope crete which is not adequately co and by certified field inspectors. | Terms a d to secure payment — All prices on quo of Project. Payment Terms: Net 30 (outst red, is improperly handled and/or finish any water added shall be at Customer's e issues. This quote is solely for the Cust | 00 AM - 5:00 PM SAT 6:0 nd Conditions te are applicable if used. Taxes not anding balances shall incur a late p id. Tests for slump and air content | included. Prices subje ayment fee of 1,5% p shall be made in acco | ect to change aft per month). Ozin ordance with pro | ga does not warrant the cedures listed in the |
| erformance of con urrent ASTM C94 a | e at 45 days may have liens place ange based on change in scope crete which is not adequately co and by certified field inspectors. | Terms a d to secure payment — All prices on quo of Project. Payment Terms: Net 30 (outst red, is improperly handled and/or finish any water added shall be at Customer's e issues. This quote is solely for the Cust | 00 AM - 5:00 PM SAT 6:0 nd Conditions te are applicable if used. Taxes not anding balances shall incur a late p ed. Tests for slump and air content isk. Ozinga will always strive to del omer's own internal use and is not | included. Prices subje ayment fee of 1,5% p shall be made in acco | ect to change aft per month). Ozin ordance with pro | ga does not warrant the cedures listed in the |



MATERIALS & LOGISTICS

March 10, 2017

To Our Valued Customers:

Over the past year, we continued to expand our delivery capacity and capabilities, expanded our geographic reach, and source from more locations than ever.

For those of you who have been taking material out of our Crestwood project location – this will be our final season processing material at that location. Our fill dirt has been certified TACO Tier 1 quality, and is available **for free** in large or small quantities.

Whether we're providing aggregates and materials, mobile crushing services, or transportation/hauling services, we look forward to serving you in 2017. I encourage you to visit our website at *logistics.ozinga.com* for a full overview of all our products, services, and locations.

For larger projects, please call your material solutions representative, or call our dispatch office at 800-Stone-80.

We've included pricing for our Illinois locations with this mailing. However, if you would like pricing for any of our Wisconsin or Indiana locations, please contact Julee Chalmers at (708) 326-4268 or Julee Chalmers@ozinga.com.

If there's anything we can do to help, please give us a call. On behalf of the Ozinga family, I hope you have a safe and prosperous season.

Steve King

Executive Vice President

Sales & Business Development

Ozinga Materials & Logistics



MATERIALS & LOGISTICS | LIST PRICING Illinois

The per-ton "list" prices listed below are effective at the following locations as of April 1, 2017.

| | ALSIP | CAL PARK | CHANNAHON | CHINATOWN | CRESTWOOD | LEMONT | MOKENA | TORRENCE | 64TH STREE |
|----------------------------------|--------------------|--------------------|-----------|--------------------|-------------------|--------------------|------------|----------------------|-------------------|
| SAND | | | | | | | 11370 | 2/11/2011 | THE STREET |
| FM 01 SAND, #2 TORP | | §24.35 | \$12,00 | \$2 6. 35 | | ⁵ 24.35 | | | |
| FM 02 SAND, #2 TORP | ³24.35 | | | \$26,35 | | \$24.35 | \$24.35 | | \$26,35 |
| STONE | | | | FUNDE | La The No | | THE PERSON | T 11 15 | 300 |
| CM 16, 3/8"CHIP | | | | | | | 2000 | | |
| CM 13, 1/2" CHIP | \$34,75 | | | *35.75 | | | §34.75 | | *35.75 |
| CM 07, CM 11, 3/4" STONE | ³26.50 | | | *30.50 | \$14,50 | \$26.50 | \$26.50 | | \$30.50 |
| CM 05, 1 1/2" STONE | | | | \$30.50 | | 20,00 | 20.00 | | 130.50 |
| TRENCH BACKFILL | | | | | \$3,00 | | | | 00.00 |
| GRAVEL | | TOTAL | | V-100 | | | | | DOT FOR |
| CM 16, 3/8" PEA GRAVEL | 18.15 | ⁵ 18.15 | \$14.50 | \$22.25 | | \$18.15 | \$10.1E | \$20.05 | 100.05 |
| CM 16, 3/8" CRUSHED GRAVEL | 1 | 10.10 | 113,25 | 22.20 | | -10.15 | \$18.15 | ³22.25 | \$22.25 |
| CM 11, 3/4" ROUND GRAVEL | ⁵ 17.00 | \$17,00 | 12.50 | | | §17.00 | \$17.00 | \$17 ₋ 00 | |
| CM 07 3/4" CRUSHED GRAVEL | | | \$14.00 | | | 17,00 | 17.00 | 11.00 | |
| CM 06 GRADE 9 CRUSHED GRAVEL | 1 | | \$9.00 | | | | | | |
| 1.1/4" GRAVEL | | | | | | | | \$27,30 | |
| CA 05 1 1/2" GRAVEL | | \$30.00 | \$32.00 | | | \$30,00 | \$30.00 | 21,00 | |
| 2" - 6" GRAVEL | | | \$17.00 | | | 55,55 | 50.00 | | |
| RECYCLED MATERIALS | | 707 | | | 274 | | | | |
| CM 06 (R) - IDOT 019CM06 | ⁴ 9.50 | | | \$9,15 | | 10 M 10 M | | | [‡] 9.90 |
| CM 06 (R) - IDOT 059CM06 | 10,00 | | Call | \$10.25 | | \$10.00 | | | ¹11.00 |
| GRADE 8 CM 06 RECYCLED | | \$9,00 | | 10120 | ⁵ 4.00 | 10.00 | ³10.25 | | 11.00 |
| 4" - 2" (R)* | 1 | | | \$11.15 | 7.00 | | 10.25 | | (|
| BLOCKS | DIA 17 15 15 | | | ter China | | 1000 | | | 3 8 1 7 2 |
| 2x2x2 BLOCK | \$30.00 | | | \$30,00 | | \$20.00 | \$20.00 | | 100.00 |
| 2x2x3 BLOCK | \$40.00 | | | \$40.00 | | \$30.00 | \$30.00 | | \$30.00 |
| 2x2x4 BLOCK | \$50.00 | | | \$50,00 | | \$40.00 \$50.00 | \$40.00 | | \$40.00 |
| 2x2x5 BLOCK | \$60.00 | | | ¹ 60.00 | | \$60.00 | \$50,00 | | \$50,00 |
| 2x2x5 CORNER | \$60.00 | | | \$60.00 | i | *60.00 | \$60.00 | | \$60,00 |
| 2x2x6 BLOCK | ⁵ 65.00 | | | \$65.00 | | \$65,00 | *65.00 | | \$60,00 |
| 2x2x6 DECORATIVE BLOCK | \$85,00 | | | \$85.00 | | \$85.00 | \$85.00 | | \$65,00 |
| 4x4x4 BLOCK | | | | \$125.00 | | \$125.00 | 83.00 | | *125.00 |
| 18x18x18 BLOCK | \$20,00 | | | | | 120,00 | 520.00 | | 123.00 |
| AISCELLANEOUS | | | 19701-0 | THE ! | | | 20.00 | | 05 00 |
| ACO TIER 1 APPROVED FILL DIRT | | | | | Free | | | | 5 |
| MERRIMAC, 1/2" & 1 1/2" | | §61.00 | | | FIEE. | | | | |
| 2" AREMA #3 TRAP ROCK | | 51.00 | | | | | | \$26.50 | |
| " AREMA #5 TRAP ROCK | | | | | | | | \$36,50 | |
| CANADIAN HERITAGE, 1 1/4" x 1/2" | | | | | | | | \$37.50 | |
| " x 18" COBBLESTONE | | | | | | | | \$28.00 | |
| LEAN CONCRETE DUMP SEMI | | Free | | | | | | \$67 . 00 | |

^{*}Call on availability prior to any pick-up or delivered order.

materials.ozinga.com

19001 Old LaGrange Road Mokena, IL 60448

P: 708.326.4300

F: 708.326.4301

E: materials@ozinga.com

To place an order, call:

Central Dispatch

P: 800.STONE.80 800.786.6380 All materials are subject to availability at the specified terminals. Special pricing available for larger quantities. Prices are quoted FOB, delivered pricing is available; please call sales office for inquiries.

All material invoiced at scaled weights unless noted otherwise. No deductions for moisture. All prices are subject to change without notice.

Updated March 2017



MATERIALS & LOGISTICS | LIST PRICING Illinois

The per-ton "list" prices listed below are effective at the following locations as of April 1, 2017.

| CANID | NORTHSIDE | PLAINFIELD | ROCKFORD | ROSCOE | SOUTH ELGIN | STREAMWOOD | SYCAMORE | WHEELING |
|---------------------------------|-----------|--------------------|------------------|---|-------------|--------------------|---------------------|-------------|
| SAND | | A STATE OF | Adlation Library | | | A COLUMN | | To Held |
| FM 01 SAND, #2 TORP | | | | | | | | |
| FM 02 SAND, #2 TORP | | | | | | \$23,00 | \$16.00 | §23.00 |
| STONE | | | | | | | | |
| CM 16, 3/8"CHIP | | | | | | | *21.50 | \$31,50 |
| CM 13, 1/2" CHIP | | | | | | | | |
| CM 07, CM 11, 3/4" STONE | | | | | | ⁵24,50 | ^{\$} 19.50 | ³30.50 |
| CM 05, 1 1/2" STONE | | | | | | | | |
| TRENCH BACKFILL | | 1 | | | | | | |
| GRAVEL | | 1 2 2 2 7 | Teacher Tark | 1 | 31 71 - 11 | THE RES | | G T WOULD |
| CM 16, 3/8" PEA GRAVEL | | | | | | | | \$23,00 |
| CM 16, 3/8" CRUSHED GRAVEL | | | | | | | | 23,00 |
| CM 11, 3/4" ROUND GRAVEL | | | | | | | | \$30.50 |
| CM 07 3/4" CRUSHED GRAVEL | | | | | | | | 00.00 |
| CM 06 GRADE 9 CRUSHED GRAVEL | | | | | | | | |
| 1 1/4" GRAVEL | | | | | | | | |
| CA 05 1 1/2" GRAVEL | | | | | | | | |
| 2" - 6" GRAVEL | | | | | | | | |
| RECYCLED MATERIALS | 4 | | | | | U LOUIS | 7 12 | 91 30 |
| CM 06 (R) - IDOT 019CM06 | | | | | | 1 | | 10 |
| CM 06 (R) - IDOT 059CM06 | | | | | | | | |
| GRADE 8 CM 06 RECYCLED | | \$9.00 | | | | | | |
| 1" - 2" (R)* | | | | | | | | |
| ILOCKS | S. / my. | TON S | TERMINE. | | 1 1 1 1 1 2 | | STATISTICS IN | The same of |
| 2x2x2 BLOCK | \$30.00 | [‡] 30.00 | \$20,00 | \$20.00 | 130.00 | \$20.00 | \$20.00 | 500.00 |
| 2x2x3 BLOCK | \$40.00 | \$40.00 | \$30.00 | \$30.00 | \$40.00 | \$30.00 | \$20,00 | \$30.00 |
| 2x2x4 BLOCK | \$50.00 | \$50.00 | \$40.00 | ³40.00 | \$50.00 | \$40.00 \$50.00 | \$30,00 | \$40.00 |
| 2x2x5 BLOCK | \$60.00 | \$60,00 | \$45,00 | \$45.00 | \$60.00 | \$60.00 | \$40.00 | \$50.00 |
| x2x5 CORNER | \$60.00 | *60,00 | \$45.00 | \$45.00 | ³60,00 | \$60.00 | \$45.00 \$45.00 | \$60.00 |
| x2x6 BLOCK | \$65.00 | \$65.00 | \$50.00 | \$50.00 | \$65.00 | ³65.00 | \$50.00 | \$60.00 |
| x2x6 DECORATIVE BLOCK | | | | 30.00 | 05.00 | 65.60 | -50,00 | ³65.00 |
| x4x4 BLOCK | | | | | | | | |
| 8x18x18 BLOCK | | | | | | | | |
| IISCELLANEOUS | | 1000 | | | . 77.57 | | ======= | 115200 |
| ACO TIER 1 APPROVED FILL DIRT | | | | CONTRACTOR OF THE PARTY OF THE | | | | |
| ERRIMAC, 1/2" & 1 1/2" | | | | | | | | |
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Updated March 2017

Concrete Pricing

Quote Tabulation

5/11/2017

*Prices for mix are per CYD **Material**s

| 6 Bag | \$110 |
|-----------|--------|
| IDOT 6.1 | \$110 |
| IDOT 4.6 | \$105 |
| 4000 PSI | \$110 |
| Redi-Pave | \$124 |
| 7 Bag | No-Bio |

Ozinga Redi-Mix

| 6 Bag | \$122.00 | 3000 PSI Group |
|-----------|----------|----------------|
| IDOT 6.1 | \$132.80 | |
| IDOT 4.6 | \$130 | |
| 4000 PSI | \$130 | |
| Redi-Pave | No-Bid | |
| 7 Bag | \$142 | |

Additional Charges

Fibermax Fibers (1.5 lb bag) \$8 Per CYD
Fibermax Mono Fibers \$6.50 Per CYD
Superplasticizer \$10 Per CYD
Non Chloride Accel 1.0% \$75 Per CYD
2.00% \$17.50 Per CYD

3.00% \$26.25 Per CYD

Calcium Chloride Accel 1.0% \$2.75 Per CYD

2.00% \$5.50 Per CYD

Retarder \$4.30 Per CYD
Environmental Fee \$3 Per CYD
Summer Service \$25 Per CYD
Winter Service \$10 Per CYD
Saturday Delivery \$10 Per CYD

Minimum Load Fee <8CY\$20/<7CY\$30/<6CY\$40/5CY\$80/4CY\$120/3CY\$160/2CY\$200

Wait Time after 60 Min \$2 Per Min

Dump and Disposal Returned Concrete greater than 1CYD \$230

Overtime Delivery \$10 Per CYD

Intergral Fiber - Fibermesh9 Per CYDNCA9 Per CYDSaturday Delivery80 Per LoadHigh Range Water Reducer9 Per CYD

Fuel Sucharge If diesel goes over \$3.75 gal

Minimum Load Charge <7CY \$20/<6CY \$40/<5CY \$80/<4CY \$120/<3CY \$160<2CY \$200

Winter Service \$10 per CYD Nov 1 to Mar 31

Hot Weather Cooling \$25 per CYD
Overtime Delivery \$10 per CYD
Intergral Fiber - Stealth \$8 Per CYD
Waiting Time - After 60 Min \$2.50 Per Min
Environmental Fee \$3 Per CYD

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

VCNA Prairie, LLC 7601 W. 79th St. PO Box 1123 Bridgeview, IL 60455

For the purchase of: Concrete Materials

At a cost not to exceed: \$60,280

Reason for the request to waive the bid procedure: <u>Prairie and Ozinga have strategically acquired most of the nearby concrete plants.</u> Neither company responded to the City's recent invitation to bid. Prairie submitted price quotes that were more advantageous to the City that those quotes received by Ozinga, and have indicated that they can provide material to the City from their Batavia location.

| Other Quotations Received: One (Ozinga) |
|---|
| Date: <u>05/22/17</u> |
| Requested by: AJ Reineking |
| Department Director: |
| Purchasing Manager: |
| Committee Chairman: |

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.