#### AGENDA ITEM EXECUTIVE SUMMARY Title: Recommendation to Award the Bid for the Purchase of a Spray Injection Road Repair Machine to Hampton Equipment, Inc. AJ Reineking Presenter: INCE 1834 Please check appropriate box: **Government Operations** Government Services 07.27.15 City Council Planning & Development **Public Hearing** Estimated Cost: \$53,500.00 Budgeted: YES X NO If NO, please explain how item will be funded: **Executive Summary:** On June 22, 2015, the City of St. Charles opened bids for the purchase of one new spray injection road repair machine. Hampton Equipment of Raymond, IL provided the lowest responsive, responsible bid that met the specifications of the bid document. A spray injection road repair machine will allow the Public Services Division to make permanent roadway patches in the time that would normally take to perform temporary cold patches. In addition, the spray injection system creates its own hot emulsion from aggregate, which eliminates the need to transport hot mix from the plant to St. Charles, and it does not require rolling of new patches, which will allow the Division to utilize a smaller crew with less equipment than a traditional hot patch system. Hampton Equipment bid the Total Patcher unit, which is used extensively by neighboring jurisdictions. **Attachments:** (please list) **Bid Tabulation** Hampton Equipment Bid Response Total Patcher Informational Brochure **Recommendation / Suggested Action** (briefly explain): Recommendation to award the bid for the purchase of one new Spray Injection Road Repair Machine to Hampton Equipment, Inc. in the amount of \$53,500.00.

*For office use only:* 

Agenda Item Number: 4.b

Bid Tabulation for Spray Injection Road Repair Machine Bids Opened June 22, 2015 Bid #150622

Bidder		Amount	Product Bid	Delivery Lead Time (Days)	
Hampton Equipment	خ ا	53,500.00	Total Patcher	30-35	
Raymond, IL	Ą	33,300.00	Total Patchel	30-33	
Sherwin Industries, Inc	خ	75 572 00	Crafco Magnum Spray	75.00	
Milwaukee, WI	ş	75,572.00	Injection Patcher	75-90	
Standard Equipment		No Bid	N/A		
Chicago, IL		INO BIU	N/A		
R Now		No Bid	N/A		
West Allis, WI		INU DIU	IV/A		

#### **INVITATION TO BID**

AND

#### **SPECIFICATIONS**

FOR

	Spray Inid	ection Road Re	epair Machine	•	
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# CITY OF ST. CHARLES ILLINOIS 2015

SPECIFICATION #150622

BID OPENING: June 22, 2015

#### CONTENTS

SECTION	<u>TITLE</u>
1.	NOTICE TO BIDDERS
II.	INFORMATION TO BIDDERS
 III. & IV.	SPECIFICATIONS & PROPOSAL FORM

SPECIFICATION #150622

BID OPENING: June 22, 2015

#### SECTION I

#### NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Inventory Control & Purchasing Manager, Two East Main Street, St. Charles, Illinois <u>no later than</u> 10:00 a.m., Monday, June 22, 2015, for Spray Injection Road Repair Machine.

Bids will be opened publicly and read aloud in the Council Chambers at 10:00 a.m., Monday, June 22, 2015.

Specifications and bidder information may be obtained via the City Website.

All sealed envelopes must be <u>clearly marked</u> for which proposal they pertain to.

CITY OF ST. CHARLES

Michael W. Shortall

Inventory Control & Purchasing Manager

MWS:cjb

Bid information/Total Patcher bid start

## 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. 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.

	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 within the labor or service warranty.		and/or pick up and delivery) <u>is</u> included y.
	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.

REQUIREDX
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#### 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.)

#### 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 <u>specific</u> project, the City of St. Charles is requiring a liability umbrella of \$5,000,000 (aggregate for this project).

REQUIRED	NOT	REQUIRED	) X
	<del>~~</del>		

#### 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. <u>CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT</u>

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 <u>current application</u>. 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 REQU	IRED 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 HAMPTON EQUIPMENT INC \_\_\_\_(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.

HAMPTON EQUIPMENT INC

Name of Bidder

By:

State of <u>Fllinois</u>),
County of <u>Mondgomeny</u>

SS.

Subscribed and sworn to

before me this

**Notary Public** 

"OFFICIAL SEAL" Carrie Millburg

# 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

HAMPTON EQUIPMENT INC (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: Moniks Dollary

State of Illinois ).

County of Montgomen/)

Subscribed and sworn to

before me this //

of June , 2015

Notary Public

"OFFICIAL SEAL"
Carrie Millburg
Notary Public, State of Illinois
My Commission Expires 1/25/2019

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

HAMPTON EQUIPMENT INC (bidder) shall comply with all local, state and federal safety standards.

HAMPTON EQUIPMENT INC

Name of Bidder

State of Illinois )

County of Manganury

Subscribed and sworn to

before me this \_\_\_

\_ day

SS.

Notary Public

"OFFICIAL SEAL"
Carrie Millburg
Notary Public, State of Illinois
My Commission Expires 1/25/2019

## 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

HAMPTON EQUIPMENT INC (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.

HAMPTON EQUIPMENT INC

Name of Bidder

By:

State of Illinois

SS.

County of Montgomery)

Subscribed and sworn to

before me this //

day

Notary Public

"OFFICIAL SEAL"
Carrie Millburg
Notary Public, State of Illinois
My Commission Expires 1/25/2019

#### 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.

HAMPTON EQUIPMENT INC

Name of Contractor

By:

State of Illinais),

SS.

County of Montgomery)

Subscribed and sworn to

before me this

day

of June

**Notary Public** 

"OFFICIAL SEAL"
Carrie Millburg
Notary Public, State of Illinois
My Commission Expires 1/25/2019

#### 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

HAMPTON EQUIPMENT INC (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

HAMPTON EQUIPMENT INC

Name of Bidder

By:

State of Illinois )

SS.

County of Mentsomery

Subscribed and sworn to

before me this

day

of.

**Notary Public** 

"OFFICIAL SEAL" Carrie Millburg

Notary Public, State of Illinois My Commission Expires 1/25/2019

JH:cb

Bid Information/Total Patcher bid start



### To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

HAMPTON EQUIPMENT CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 06, 2006, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1514202306

Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 22ND

day of

MAY

A.D.

2015

Desse White

SECRETARY OF STATE

Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its

eligibility and expiration date.

From: "IDHR.PublicContracts" <IDHR.PublicContracts@Illinois.gov>

Date: 6/9/2015 11:47 AM

**To:** "HAMPTONEQUIPMENT@CONSOLIDATED.NET" < HAMPTONEQUIPMENT@CONSOLIDATED.NET>



IDHR #: 132037-00

Date Eligible: 06/08/2015 Expires on: 06/08/2020

Cindy Hampton Hampton Equipment Inc. 504 S. McGown Street Raymond, IL 62560

#### CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

- 1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
- 2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
- 3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
- 4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942 222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100 2309 West Main Street, Marion, IL 62959 (618) 993-7463







Company ID Number: 883457

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

# ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Hampton Equipment Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

# ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2015

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). CONTACT NAME: PRODUCER RAY MARTEN CLU, CHFC. PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): Marten Insurance, Inc. (217)229-4411 (217)229-3748 martenins@consolidated.net P.o.box 50, Route 48 North Raymond, IL 62560 INSURER(S) AFFORDING COVERAGE NAIC# HASTINGS MUTUAL INSURANCE CO. Phone (217)229-4411 Fax (217)229-3748 INSURER A: INSURED INSURER B HAMPTON EQUIPMENT INC INSURER C: INSURER D : 504 S Mcgown St INSURER E: **RAYMOND** 62560 INSURER F: **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 ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000.00 COMMERCIAL GENERAL LIABILITY \$ CLAIMS-MADE V OCCUR \$ 5,000.00 MED EXP (Any one person 11/17/2015 Α CPP 9733483 11/17/2014 \$ 1,000,000.00 PERSONAL & ADV INJURY 2,000,000.00 GENERAL AGGREGATE 2,000,000.00 PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-Loc COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000.00 BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED. BODILY INJURY (Per accident) \$ 11/17/2014 11/17/2015 AUTOS NON-OWNED ACV 9733484 PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS AUTOS **UMBRELLA LIAB** EACH OCCURRENCE \$ 5,000,000.00 🗹 occur \$ 5,000,000.00 **EXCESS LIAB** 11/17/2014 | 11/15/2015 Α \_ CLAIMS-MADE AUB 9811578 AGGREGATE RETENTION \$ DED \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? \$ 500,000.00 E.L. EACH ACCIDENT Α WC 9801827 11/17/2014 11/17/2015 \$ 500,000.00 E.L. DISEASE - EA EMPLOYE (Mandatory in NH) E.L. DISEASE - POLICY LIMIT \$ 500,000,00 DESCRIPTION OF OPERATIONS below 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, 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." 30 Days Written notice for any Cancellations. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN CITY OF ST. CHARLES ACCORDANCE WITH THE POLICY PROVISIONS. 2 E. MAIN STREET ST. CHARLES, IL 60174 AUTHORIZED REPRESENTATIVE

## TOTAL PATCHER T7500 LIMITED WARRANTY

Effective February 22,2012

1. Limited Warranties:

For two (2) years measured from the date of delivery to the <u>first retail purchaser or lessee</u> WARREN POWER ATTACHMENTS warrants that the goods purchased are free from defects in material or workmanship on following items:

A John Deere Diesel Engine

- B. Air feed system EXCLUDING the feed pipe of 11' 8" discharge metal Pipe and 16' 4" rubber discharge hose and nozzle.
- C. Air Ram
- D. Air Compressor

For one (1) year measured from the date of delivery to the <u>first retail purchaser or lessee</u> WARREN POWER ATTACHMENTS warrants that the goods purchased are free from defects in material or workmanship on following items:

- A. Blower
- B. Blower drive coupling
- C. Heat blankets and thermostet
- D. Hot oil circulating pump
- E. Boom Arm
- F. Air solenoid valve
- G. Heat Exchanger
- 2. This warranty does not apply to any part of the goods which has been subject to improper or abnormal use, negligence, alteration, accident, or damage due to lack of maintenance.
- WARREN POWER ATTACHMENTS will replace or repair for the purchaser any part found upon at examination, the factory, to be defective under normal use and service due to defects in material or workmanship.
- 4 Except as provided herein, no employer, agent, dealer or other person is authorized to give any warranties of any nature on behalf of WARREN POWER ATTACHMENTS.

Warranties are subject to change without notice

#### **Total Patcher T-7500 Features:**

#### **EMULSION TANK:**

- Size 250 U.S. Gallon; 12-inch filler cap for added safety and convenience
- Working Pressure 200 psi @ 500° F pressure relief set from 100-110 psi
- Insulation R-15 rating with a fire retardant fiber reinforced aluminum cover
- Heat Two 1500w radiant heater blankets (120v) with thermostatic control

#### **EMULSION LINE CLEAN OUT TANK:**

■ 15 U.S. gal pressure vessel rated at 200 psi @ 450° F pressure relief at 175 psi ENGINE FUEL TANK:

■ 18 ½ U.S. gallon tank steel fuel tank with quantity gauge

#### COMPRESSOR:

 Auxiliary driven 15 cfm continuous duty; governor set @ 125 psi (Emulsion tank regulated @ 90 psi) .

#### **BLOWER:**

 450 cfm with 7 psi (14 potential) @ 1500 RPM, approx. 42 BHP. Mounted directly off engine flywheel (requires no belts or pulleys). Protective air pop-off valve set @ 10 psi. Normal operating temp under 230° F (max 275° F)

#### AIR CONVEYOR AGGREGATE FEED:

■ Hopper box on patcher receives aggregate via a 5" dia flex hose from dump truck. Aggregate is injected into the air conveyor system via a low pressure suction created by a venturi (under the hopper box). Slide gate opens and closes by a 4" stroke air ram controlled through a 12v air solenoid valve activated by a remote switch located at the operator control handle. Aggregate ¼" - ½" in size is normally used. Machine will allow a 2 ½" stone to pass without clogging. Air solenoid has a manual override for ease of service.

#### AIR FILTERS:

- Engine Paper element with vactuator valve in filter housing
- Compressor Paper element with vactuator valve in filter housing
- Blower Paper element with 300 inches in filtration surface with foam pre-cleaner

#### MOBILE HEATING SYSTEM:

Engine coolant is routed through a high efficiency heat exchanger filled with heat exchange fluid. The heated fluid circulates via 12v circulation pump throughout the emulsion system, including the emulsion storage tank, hoses and spray nozzle. Average system temp is 140° F. The Total Patcher Vortex can effectively work down to ambient temp of 20° F (using proper emulsion for those temps).

#### **VENTED NOZZLE/SPRAY TIP:**

- Nozzle Light weight steel tube 3 ½ "x 13" automatically pressure compensates to prevent blowing material out of target area. Promotes clean operation and precise control.
- Spray tip Singular heated block with a precession laser cut 1"x .0625" inch slot for dispensing emulsion for 100% aggregate coating.

#### AGGREGATE HOSE:

Aggregate travels the length of the machine via a 3 ½" ID schedule 40 pipe, then travels through 3 ½" ID rubber neoprene line hose (wire reinforced to prevent kinks). Hose is designed to provide super abrasion resistance.

#### **EMULSION SUPPLY/DIESEL CLEAN-UP LINE:**

A 20' long x ½" ID hose rated @ 2,300 PSI carries the emulsion to the spray nozzle. Emulsion lines are encased in a heated insulated line packet to allow for cold weather operation. This line also serves as the clean-out line when patching operations are completed. Clean up takes about 1 quart of fluid

#### SWING HOSE CARRIER:

Easy Operation – Free travel boom system supports the weight of the aggregate hoses. System allows an 18' working travel radius. All operators controls for throttle, emulsion and aggregate flow are located at the operator control handle.

#### TRAILER:

- Frame 6" x 2" x 1/4" Thick rectangular tube frame
- Axles Tandem 6,000 lb torsion bar for a 12,000 lb load capacity
- Tires Four ST235-80 R16; load range D; heavy-duty white modular 8 lug rims
- Brakes Four wheel electric with breakaway unit
- Lights Brake & tail, side marker, multi-directional/multi-pattern high intensity LED light stick, rear mounted strobe.

Dimensions - 96" wide x 91" high x 198" long

Weight - 5970 lb empty, 8170 lb loaded

#### Specifications subject to change without notice.

#### **Total Patcher**

4614 East 1000 North • Pittsboro, IN 46167

Toll Free: 866-892-4737 • Ph: 317-892-4737 • Fax: 317-892-5196

 $info@totalpatcher.com \bullet www.totalpatcher.com\\$ 



Nozzle allows precise control of spray to target area.



The hopper receives aggregate from the dump truck.



Optional Crack Seal Attachment good for sealing cracks before they become potholes.



Standard Equipped LED light stick.



The NEXT GENERATION Road Repair System

# 3

# **Easy Steps to Smoother Roads**

Costly, inefficient road repair has long been a thorn in the side of many people from municipality and city officials to the taxpayers who use the road. Use The Total Patcher T-7500 Road Repair System, and everybody wins!

In only three simple steps, the Total Patcher T-7500 allows the repair crew to quickly and efficiently create a permanent patch over potholes, alligator cracks, shoulder failures and many other common road issues. The Total Patcher T-7500 gets traffic moving again, road repair cost are minimized, and everyone is happy!

#### **ECONOMICAL:**

The **Total Patcher T-7500** pays for itself in many ways:

- Material cost is approximately 1/2 the cost of cold mix
- Repairs last for years
- Store materials on-site for increased efficiency
- No other equipment necessary= aggregate is supplied by your dump truck the Total Patcher T-7500 does the rest!
- Produce 20 tons of (or more) of road repair patch daily

#### **TOTAL PATCHER T-7500 WILL REPAIR:**

- Potholes
- Alligator Cracks
- Utility Cuts
- Low Water Crossings
- Shoulder Failures



Clean area with on-board airstream.

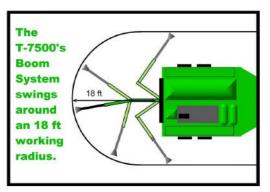
kinking.



Apply tack coat to area to be repaired



Apply aggregate/emulsion mixture - you're done!



aggregate via a 5-inch diameter

flex hose from dump truck.

#### ■ Free Travel Boom System

The Boom System supports the weight of the aggregate hoses, making operating the T-7500 Total Patcher easier than ever! The Boom System allows an 18 ft working radius.



**Torsion Suspension**