

Memorandum

To: Honorable Mayor and City Council
 From: Linda Styczen, Procurement Officer
 Date: May 1, 2017
 Subject: Recommendation for the purchase of Aggregate Gravel or Stone

Background

Public Works needs aggregate gravel or stone when excavating water and sewer mains in need of repairs.

Scope of Services

The City requires a supplier of aggregate to deliver semi-trailer trucks of material to job sites within the City. The materials must meet the most current specifications of the State of Illinois Department of Transportation (IDOT) standard specifications for road and bridge construction for coarse aggregate.

Results

An Invitation to Bid was issued for aggregate gravel or stone. Four (4) bids were received.

| | CA - 5 | | CA - 6 | | CA - 7 | | TOTAL |
|------------------------------------|-----------------|------------|-----------------|--------------|-----------------|-------------|---------------------|
| | TONS = 15 | | TONS = 1312 | | TONS = 493 | | |
| Bidder | Unit \$ | Total Cost | Unit \$ | Total Cost | Unit \$ | Total Cost | |
| Elmhurst Chicago Stone Co. | \$ 25.10 | \$ 376.50 | \$ 14.00 | \$ 18,368.00 | \$ 18.25 | \$ 8,997.25 | \$ 27,741.75 |
| Marcott Enterprises, Inc. | \$ 14.70 | \$ 220.50 | \$ 13.00 | \$ 17,056.00 | \$ 17.00 | \$ 8,381.00 | \$ 25,657.50 |
| Nagel Trucking and Materials, Inc. | \$ 18.99 | \$ 284.85 | \$ 14.59 | \$ 19,142.08 | \$ 18.55 | \$ 9,145.15 | \$ 28,572.08 |
| Vulcan Construction Materials, LLC | \$ 23.45 | \$ 351.75 | \$ 14.10 | \$ 18,499.20 | \$ 18.35 | \$ 9,046.55 | \$ 27,897.50 |

Recommendation

Funding for aggregate stone or gravel in FY 2017/18 is budgeted in several funds:

| | |
|--|-----------------|
| Water Fund – New Services | \$ 3,220 |
| Water Fund – Water Distribution and Services | \$ 10,028 |
| Water Fund – Water Valves | \$ 1,871 |
| Water Fund – Water Hydrants | \$ 1,055 |
| Sanitary Sewer Fund – Maintenance | \$ 8,909 |
| Storm Sewer Fund – Maintenance | <u>\$ 3,267</u> |
| Total Budget for Aggregate | \$ 28,350 |

The lowest responsible bidder, Marcott Enterprises, Inc., previously supplied aggregate to the City. The low bid for aggregate is (\$2,693) below budget.

I recommend the City Council approve the execution of a purchase order with Marcott Enterprises, Inc., for the purchase of aggregate gravel or stone.



PURCHASE ORDER TERMS AND CONDITIONS

INTENT

1. This purchase order is an offer to purchase the indicated goods. Acceptance of this purchase order is evidence that a contract exists between the supplier and the City of Wheaton.
2. All applicable portions of the Uniform Commercial Code (UCC) shall govern this contract between the supplier and the City of Wheaton.

PAYMENT TERMS

3. All pricing must be FOB Destination; Freight Prepaid & Allowed. Title to the goods passes from the supplier to the city at the point of destination and supplier pays the freight expense.
4. The City of Wheaton is exempt from payment of State, Federal Excise, and Illinois Retailers Occupational Taxes. The City's Tax exemption number is E9997-4312-07.
5. Payment will be:
 - a. made to the company awarded this order. Under no circumstances will a third party be reimbursed.
 - b. Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of product delivery (preferred); or
 - c. Via supplier generated invoice in which invoices are mailed to the attention of the Project Coordinator; City of Wheaton; PO Box 727; Wheaton, IL 60187.
6. All invoices must reflect the following applicable information: Supplier Name, Purchase Order Number, Description and Stock Number, Quantity Ordered, Quantity Shipped, Quantity on Back Order (if applicable), price as stated on the award document, and the city department receiving the goods. Invoices will be approved for payment following: acceptance of product, receipt of an invoice, receipt of Certificate of Insurance, Endorsements, and a Waiver of Subjugation, and any other required paperwork.
7. The City of Wheaton complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
8. Invoices must be submitted to the city within six months of order completion. Any invoices submitted more than six months from order completion will not be paid.

DELIVERIES

9. Deliveries are to the indicated ship to address between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated.
10. Material delivered shall remain the property of the Supplier until:
 - a. A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - b. Material is determined to be in full compliance with the solicitation documents and executed contract.
 - c. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City of Wheaton reserves the right to inspect the goods within a reasonable time subsequent to delivery.
11. Failure to deliver within the time specified or within a reasonable time as interpreted by the Procurement Officer shall constitute authority for the Procurement Officer to purchase in the open market goods of comparable grade to replace the goods not delivered. Such purchases shall be deducted from contract quantities.
12. COD shipments will not be accepted unless by specific prior arrangements.
13. The supplier shall submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

QUALITY OF GOODS: Rejected Goods

14. In the event the delivered material is found to be defective or does not conform to the solicitations documents and executed contract, the City reserves the right to cancel the order upon written notice to the Supplier.
15. Supplier's advertising decals, stickers or other signs shall not be affixed to equipment.
16. Goods not in compliance to specifications will be rejected and Supplier must issue credit to City, or the City may deduct such amount from monies owed the Supplier.



17. Rejected goods must be removed by and at the expense of the Supplier promptly after notification of rejection.
18. Rejection of goods shall constitute authority for the Procurement Officer to purchase in the open market goods of comparable grade to replace the goods rejected. Such purchases shall be deducted from contract quantities. Supplier shall reimburse the City for any expense incurred in excess of contract prices;
19. Should public necessity demand it, the City reserves the right to use or consume goods delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Officer.

WARRANTY

20. The Supplier warrants that all goods furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and/or defects in goods are free from defects in design. Supplier also warrants the goods are suitable for and will perform in accordance with the purposes for which they were intended.
21. The Supplier agrees that the goods furnished under this order shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.

INSURANCE

22. Supplier shall procure Commercial General Liability Insurance to include products liability with a limit of \$1,000,000 and name the City as an additional insured on a primary and non-contributory basis. Failure by the city to request the Certificate of Insurance documenting this coverage shall not be construed as a waiver of such requirement.

CONDITIONS OF THE OFFER

23. Patents: The Supplier agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, good, or device covered by this order.
24. Hold Harmless and Indemnification: The Supplier shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, judgment, or settlement, including, but not limited to, reasonable attorneys' fees and costs of litigation including reasonable expert witness, and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions, or omissions of any agent, subcontractor, or contractor hired to provide any goods or perform any services on behalf of the Supplier.
25. Patents and Copyrights: If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Supplier agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.
26. Non-Discrimination: The Supplier shall comply with the Illinois Human rights Act, 775 ILCS5/1 – 101 et seq (2000), as amended and any rules and regulations promulgated in accordance therewith including but not limited to the equal Employment Opportunity Clauses, 5 Il Admin Code § 750 A. The Supplier shall also comply with the Public works employment Discrimination Act, 775 ILCS 10/0 01 et seq (2000), as amended.
27. It shall also be an unlawful employment practice for the Supplier to: (1) fail or refuse to hire or to discharge any individual or their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) limit, segregate or classify their employees or applicants for any individual or employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Supplier shall comply with the Civil Rights Act of 1984, 42 U S C et seq (2000), as amended.
28. Non-Waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance



The City of Wheaton

Central Purchasing

with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

29. Courts of Jurisdiction: The parties agree that any and all disputes, disagreements or litigation, by, between, or amongst them, related to this contract shall be exclusively heard and resolved in the court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
30. Governing Law: This agreement is governed by the laws of the State of Illinois.

END OF PURCHASE ORDER TERMS AND CONDITIONS

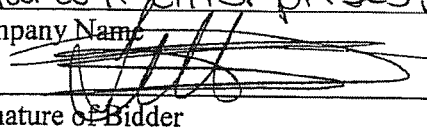
AGGREGATE GRAVEL OR STONE

COST PROPOSAL

Page 1 of 2

Marco H Enterprises, Inc.

Company Name



Scott Schroeder

Print Name

President

Title

SST278@SBCGLOBAL.NET

Email Address

600 N. Villa Ave, Unit C

Address of Company

Villa Park

City

IL

State

60181

Zip Code

630-279-2999

(Area Code) Phone Number

4-6-17

Date of Bid Response

BID RESPONSE DUE: Thursday, April 6, 2017 at 11:00 a.m. local time

PLEASE SUBMIT 2 original proposals in sequential order as follows:

- 1) Cost Proposal on forms provided (2 pages total)
- 2) Certification of Compliance

Do not submit perforated pages, nor bind your proposal in anything other than paper clips or binder clips.

BIDDER has examined copies of all the bidding Documents and of the following Amendments
(receipt of all which is hereby acknowledged):

| Amendment # | Date | Amendment # | Date |
|-------------|-------|-------------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

AGGREGATE GRAVEL OR STONE

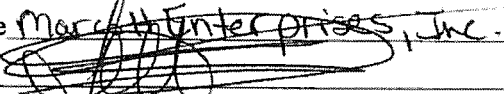
COST PROPOSAL

Page 2 of 2

BID RESPONSE DUE: Thursday, April 6, 2017 at 11:00 a.m. local time

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Contract Requirements as follows:

| ITEM | APPROXIMATE QUANTITY | UNIT PRICE | EXTENDED PRICE |
|--------------|----------------------|------------|----------------|
| CA-5 | 15 tons | 14.70 | 220.50 |
| CA-6 | 1,312 tons | 13.00 | 17,056.00 |
| CA-7 | 493 tons | 17.00 | 8,381.00 |
| TOTAL COST = | | | 25,657.50 |

Firm Name March Enterprises, Inc.
Signature 
Print Name Scott Schroeder

Job Title President
Date Signed April 6, 2017

AGGREGATE GRAVEL OR STONE

CERTIFICATION OF COMPLIANCE

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

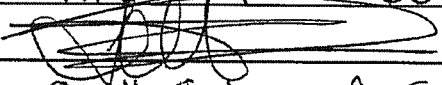
- (A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.
- (D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.
- (E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.
- (F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.
- (G) The undersigned certifies that they agree to fulfill all Contract Requirements.
- (H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

Check One:

There are no conflicts of interest; In the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

This Business Firm is: (check one): a Corporation a Partnership an Individual an LLC

Firm Name: Marvott Enterprises, Inc.
Firm Address: 600 N. Villa Ave, Unit C
Village Park IL 60181
Signature: 
Print Name: Scott Schroeder
Position: President
Phone #: 630-279-2999
Fax #: 630-279-8277
e-mail address: SST278@SBCGLOBAL.NET
Date Signed: April 6, 2017

Operational Contact for this work
Name: Scott Schroeder
Phone #: 630-279-2999
e-mail: SST278@SBCGLOBAL.NET

Sales Contact
Name: Scott Schroeder
Phone #: 630-279-2999
e-mail: SST278@SBCGLOBAL.NET

Billing Contact
Name: Trish Kohl
Phone #: 630-279-2999
e-mail: SST278@SBCGLOBAL.NET

Signing this Agreement affirms that the original solicitation document has not been altered in any



SSCHROE-01

JACKSCULLY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/21/2017

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

| | | | | | | | | | | | | | |
|---|---|--|-----------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER The Horton Group, Inc. 10320 Orland Parkway Orland Park, IL 60467 | CONTACT NAME: PHONE (A/C, No, Ext): (708) 845-3000 FAX (A/C, No): (708) 845-3001 E-MAIL ADDRESS: mailroom@thehortongroup.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED S Schroeder Trucking, Inc. Marcott Enterprises Inc. SST Inc. Marcott Enterprises Inc. 600 N. Villa Ave Unit C Villa Park, IL 60181 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Western National Mutual Ins Co</td> <td style="width: 20%; text-align: center;">NAIC # 15377</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table> | INSURER A: Western National Mutual Ins Co | NAIC # 15377 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER A: Western National Mutual Ins Co | NAIC # 15377 | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |
| 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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPL @\$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | CPP1072392 | 05/01/2016 | 05/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N Y | N/A | WCV1009297 | 05/01/2016 | 05/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Property | | | CPP1072392 | 05/01/2016 | 05/01/2017 | Contents \$ 65,000 | |
| A | Cargo | | | CPP1074086 | 05/01/2016 | 05/01/2017 | Cargo \$ 250,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured with respects to the general liability only when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Wheaton 303 W. Wesley St. Wheaton, IL 60187 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

