


ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Buffalo Grove ("Village") this 18th day of September, 2018.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the Product and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF BUFFALO GROVE

By:



Dane Bragg, Village Manager

Village of Buffalo Grove.

CONTRACT/BID FOR THE PURCHASE OF AGGREGATE

Full Name of Bidder G.M. Trucking, Inc. ("Bidder")
 Principal Office Address 8811 Kathy Ln, Des Plaines, IL 60016
 Local Office Address 8811 Kathy Ln, Des Plaines, IL 60016
 Contact Person John Pipikias Telephone Number 847-806-9590

TO: Village of Buffalo Grove
 50 Raupp Blvd
 Buffalo Grove, Illinois 60089
 Attention: **Brett Robinson**
Purchasing Manager

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract/Bid.

1. **Proposal to Provide Product**

A. **Contract and Product.** If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall, provide to the Village the product, items, materials, merchandise, supplies, or other items identified in the Invitation for Bids attached hereto ("**Product**") in new, undamaged, and first-quality condition. Bidder further proposes to:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide and/or deliver the Product to the Municipality in a proper and workmanlike manner;
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Product;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Bid;
4. **Taxes.** Pay all applicable federal, state, and local taxes; and
5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Bid.

B. **Performance Standards.** If this Contract/Bid is accepted, Bidder proposes and agrees that the Product will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract/Bid. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. **Responsibility for Damage or Loss.** If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Municipality, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of Bidder's failure to perform hereunder.

D. **Inspection/Testing/Rejection.** The Village shall have the right to inspect all or any part of the Product. If, in the Village' judgment, all or any part of the Product is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then the Village, without limiting its other rights or remedies, may, at its discretion: (i) reject such Product; (ii) require Bidder to correct or replace such Product at Bidder's cost; (iii) obtain new Product to replace the Product that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Bid. The product so rejected may be returned or held at Bidder's expense and risk.

Initials JP

2. Contract Price Proposal

A. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Product to the Village in accordance with the following Schedule of Prices:

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product Per/Ton	Extended Cost: Est Qty x Unit Price
Aggregate Delivered	CA-6 Aggregate	Approximately 300 Tons	\$ 17.70	\$ 5310.00
Aggregate Delivered	CA-11 Aggregate	Approximately 3500 Tons	\$ 23.20	\$ 81200.00
Aggregate Delivered	CA-16 Aggregate	Approximately 800 Tons	\$ 28.95	\$ 23160.00
		Total		\$ 109,670.00

Total One Hundred Nine Thousand Six Hundred Seventy Dollars

and Zero Cents (in writing) / Ton (Delivered)

*Provide material specifications with bid submittal

If the Village has specified the Quantity of Product to be purchased by the Village on Page 1 of the Invite for Bids, then Bidder shall take, in full payment for all Product and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price (based on unit price multiplied by approximate quantities)

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village are not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Product are included in the Schedule of Prices; and
4. If the Quantity of Product to be purchased by the Village is specified on Page 1 of the Invite for Bids, such amount is an estimate only. The Village reserve the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the Village for the Product that complies with this Contract/Bid that are accepted by the Village.

Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the quantity of Product to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

- Within 6 weeks of receipt of invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3. Contract Time

If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall provide the Product to the Village through December 31, 2019. In addition, the Village may elect to renew the contract for a term of one additional year under the same unit price.

4. Financial Assurance

A. Indemnification. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Bid, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Bid.

5. Firm Bid

All prices and other terms stated in this Contract/Bid are firm and shall not be subject to withdrawal, escalation, or change provided that the Village accept this Contract/Bid within 45 days after the date this sealed Contract/Bid is opened.

Initials *JS*

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Product. All Product, and all of their components, shall be of merchantable quality and, for a period of not less than one year after purchase: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Bid, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Bid; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Bid. The warranties expressed herein shall be in addition to any other warranties applicable to the Product (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. All Product, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Product at the Contract Price and within the Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. The Village are relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. The Village reserve the right to reject any and all bids, reserve the right to reject the low price bid, and reserve such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Bid and in the Village' written

notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village' acceptance of this Contract/Bid; nor any information or data supplied by the Village, whether before or after the Village' acceptance of this Contract/Bid; nor any order by the Village' for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Bid; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Bid; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Bid that should any provision, covenant, agreement, or portion of this Contract/Bid or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Bid and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Bid to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Bid shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Bid, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract/Bid shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

Initials JL .

Bidder's Status: Illinois Corporation () Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: G & M Trucking, Inc

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: [Signature]

(corporate seal) Printed Name: Gregory Pipikios

(if corporation) Title/Position: President

Date: 8-27-18

Bidder's Business Address: 8811 Kathy Lanes
Des Plaines, IL 60016

Bidder's Business Telephone: 847-806-9590 Email: john@gandmtrucking.com

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Gregory Pipikios	President	8811 Kathy Ln. Des Plaines, IL 60016

Provide a copy of the Bidders W-9 with this form.

Appendix A Specifications

Materials. Coarse aggregate ("Aggregate") materials shall be according to the following.

A. Description. The natural and manufactured materials used as coarse aggregate are defined as follows.

- (1) Gravel. Gravel shall be the coarse granular material resulting from the reduction of rock by the action of the elements and having subangular to rounded surfaces. It may be partially crushed.
- (2) Chert Gravel. Chert gravel shall be the coarse granular material occurring in alluvial deposits resulting from reworking by weathering and erosion of chert bearing geological formations and containing a minimum of 80 percent chert or similar siliceous material.
- (3) Crushed Gravel. Crushed gravel shall be the product resulting from crushing, by mechanical means, and shall consist entirely of particles obtained by crushing gravel. The acceptance and use of crushed gravel shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Crushed Gravel Producer Self-Testing Program".
- (4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
 - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.
- (5) Crushed Sandstone. Crushed sandstone shall be the angular fragments resulting from crushing, by mechanical means, a cemented sand composed predominantly of quartz grains. Sandstone shall have an Insoluble Residue of 50.0 percent or higher.
- (6) CA 11 shall be clean with no fines.

B. Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}
Los Angeles Abrasion, ITP 96, % Loss max.	40 ^{3/}	40 ^{4/}	40 ^{5/}	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 ^{6/}	---	2.5 ^{7/}	---
Deleterious Materials ^{10/}				
Shale, % max.	1.0	2.0	4.0 ^{8/}	---
Clay Lumps, % max.	0.25	0.5	0.5 ^{8/}	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 ^{8/}	---
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 ^{8/}	---
Total Deleterious, % max.	5.0	6.0	10.0 ^{8/}	---

1. Does not apply to crushed concrete.
2. For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
3. For portland cement concrete, the maximum percent loss shall be 45.
4. Does not apply to crushed slag or crushed steel slag.
5. For hot-mix asphalt (HMA) binder mixtures, the maximum percent loss shall be 45.
6. For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.
7. Does not apply to aggregates for HMA binder mixtures.
8. Does not apply to Class A seal and cover coats.
9. Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated 2.55 heavy media separation. Tests shall be run according to ITP 113.
10. Test shall be run according to ITP 203.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight(mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete.

C. Gradation. All aggregates shall be produced according to the current Bureau of Materials and Physical Research Policy Memorandum, "Aggregate Gradation Control System".

The sizes prescribed may be manufactured by any suitable commercial process and by the use of any sizes or shapes of plant screen openings necessary to produce the sizes within the limits of the sieve analysis specified.

The gradation of the material from any one source shall be reasonably close to the gradation specified and shall not be subject to the extreme percentages of gradation represented by the tolerance limits for the various sieve sizes. The gradation numbers and corresponding gradation limits are listed in the following table.

Coarse Aggregates

COARSE AGGREGATE GRADATIONS													
Grad No.	Sieve Size and Percent Passing												
	3 in.	2 1/2 in.	2 in.	1 1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8	No. 16	No. 50	No. 200 ^{1/}
CA 1	100	95±5	60±15	15±15	3±3								
CA 2		100	95±5		75±15		50±15		30±10		20±15		8±4
CA 3		100	93±7	55±20	8±8		3±3						
CA 4			100	95±5	85±10		60±15		40±10		20±15		8±4
CA 5				97±3 ^{2/}	40±25		5±5		3±3				
CA 6				100	95±5		75±15		43±13		25±15		8±4
CA 7				100	95±5		45±15 ^{7/}		5±5				
CA 8				100	97±3	85±10	55±10		10±5		3±3 ^{3/}		
CA 9				100	97±3		60±15		30±15		10±10		6±6
CA 10					100	95±5	80±15		50±10		30±15		9±4
CA 11					100	92±8	45±15 ^{4/7/}		6±6		3±3 ^{3/ 6/}		
CA 12						100	95±5	85±10	60±10		35±10		9±4
CA 13						100	97±3	80±10	30±15		3±3 ^{3/}		
CA 14							90±10 ^{6/}	45±20	3±3				
CA 15							100	75±15	7±7		2±2		
CA 16							100	97±3	30±15		2±2 ^{3/}		
CA 17	100								65±20		45±20	20±10	10±5
CA 18	100				95±5				75±25		55±25	10±10	2±2
CA 19	100				95±5				60±15		40±15	20±10	10±5
CA 20							100	92±8	20±10	5±5	3±3		

COARSE AGGREGATE GRADATIONS (metric)													
Grad No.	Sieve Size and Percent Passing												
	75 mm	63 mm	50 mm	37.5 mm	25 mm	19 mm	12.5 mm	9.5 mm	4.75 mm	2.36 mm	1.18 mm	300 µm	75 µm ^{1/}
CA 1	100	95±5	60±15	15±15	3±3								
CA 2		100	95±5		75±15		50±15		30±10		20±15		8±4
CA 3		100	93±7	55±20	8±8		3±3						
CA 4			100	95±5	85±10		60±15		40±10		20±15		8±4
CA 5				97±3 ^{2/}	40±25		5±5		3±3				
CA 6				100	95±5		75±15		43±13		25±15		8±4
CA 7				100	95±5		45±15 ^{7/}		5±5				
CA 8				100	97±3	85±10	55±10		10±5		3±3 ^{3/}		
CA 9				100	97±3		60±15		30±15		10±10		6±6
CA 10					100	95±5	80±15		50±10		30±15		9±4
CA 11					100	92±8	45±15 ^{4/7/}		6±6		3±3 ^{3/ 6/}		
CA 12						100	95±5	85±10	60±10		35±10		9±4
CA 13						100	97±3	80±10	30±15		3±3 ^{3/}		
CA 14							90±10 ^{6/}	45±20	3±3				
CA 15							100	75±15	7±7		2±2		
CA 16							100	97±3	30±15		2±2 ^{3/}		
CA 17	100								65±20		45±20	20±10	10±5
CA 18	100				95±5				75±25		55±25	10±10	2±2
CA 19	100				95±5				60±15		40±15	20±10	10±5
CA 20							100	92±8	20±10	5±5	3±3		

1. Subject to maximum percent allowed in Coarse Aggregate Quality table.