

## 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 ("Municipality") this 8 day of November, 2022.

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 Municipality without further notice of objection and shall be of no effect nor in any circumstances binding upon the Municipality unless accepted by the Municipality in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Municipality 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:

  
\_\_\_\_\_  
Village Manager

Village of Buffalo Grove.

**CONTRACT/BID FOR THE PURCHASE OF AGGREGATE**Full Name of Bidder \_\_\_\_\_ ("**Bidder**")

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: Village of Buffalo Grove  
 50 Raupp Blvd  
 Buffalo Grove, Illinois 60089  
 Attention: **Brett Robinson**  
**Administrative Services Director**

*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. \_\_\_\_\_ [if none, write "NONE"], which are included as part 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 Municipalities 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 Municipalities 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 Municipalities as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Municipalities shall have the right to inspect all or any part of the Product. If, in the Municipalities' 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 Municipalities, 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.

## 2. Contract Price Proposal

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

If the Municipalities have specified the Quantity of Product to be purchased by the Municipalities 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 Municipalities 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 Municipalities is specified on Page 1 of the Invite for Bids, such amount is an estimate only. The Municipalities 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 Municipalities for the Product that complies with this Contract/Bid that are accepted by the Municipalities. 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 set off 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 Municipalities through **December 31, 2023**. In addition, the Municipalities 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 Municipalities 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 Municipalities accept this Contract/Bid within 45 days after the date this sealed Contract/Bid is opened.

## 6. Joint Purchasing/Purchasing Extension

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other Municipalities during the extended term of this Contract.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the ITB, and as otherwise required by the Village of Buffalo Grove.

contained in this Contract/Bid and in the Municipalities' written notification of acceptance in the form included in this bound set of documents.

## 7. Bidder's Representations and Warranties

In order to induce the Municipalities 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 Municipalities.

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 Municipalities 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.

## 8. Acknowledgements

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

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

B. Reservation of Rights. The Municipalities 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

D. Remedies. Each of the rights and remedies reserved to the Municipalities 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 Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any information or data supplied by the Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any order by the Municipalities' 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 Municipalities; nor any extension of time granted by the Municipalities; nor any delay by the Municipalities in exercising any right under this Contract/Bid; nor any other act or omission of the Municipalities 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 Municipalities.

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 Municipalities.

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.

## 9. Contractor's Insurance

Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

## C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

## D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
- 2) The Contractor's insurance coverage shall be primary and non-contributory as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
- 4) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*

to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Initials\_\_\_\_\_.

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Municipality be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 1) Each insurance policy required shall have the Municipality expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

**Contractor shall furnish each Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Municipality, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Waiver of Immunity

Nothing contained in this Agreement shall constitute a waiver by the Municipality of any right, privilege or defense available to the Village under statutory or common law, including, but not limited

## Appendix B 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.
- (7) FA-2 Torpedo Sand shall be fine aggregate with the largest particle size less than 3/8"

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 <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle, ITP 104 <sup>1/</sup> , % Loss max.	15	15	20	25 <sup>2/</sup>
Los Angeles Abrasion, ITP 96, % Loss max.	40 <sup>3/</sup>	40 <sup>4/</sup>	40 <sup>5/</sup>	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 <sup>6/</sup>	---	2.5 <sup>7/</sup>	---
Deleterious Materials <sup>10/</sup>				
Shale, % max.	1.0	2.0	4.0 <sup>8/</sup>	---
Clay Lumps, % max.	0.25	0.5	0.5 <sup>8/</sup>	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 <sup>8/</sup>	---
Other Deleterious, % max.	4.0 <sup>9/</sup>	2.0	2.0 <sup>8/</sup>	---
Total Deleterious, % max.	5.0	6.0	10.0 <sup>8/</sup>	---

- Does not apply to crushed concrete.
- For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- For portland cement concrete, the maximum percent loss shall be 45.
- Does not apply to crushed slag or crushed steel slag.
- For hot-mix asphalt (HMA) binder mixtures, the maximum percent loss shall be 45.
- 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.
- Does not apply to aggregates for HMA binder mixtures.
- Does not apply to Class A seal and cover coats.
- 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.
- 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

Grad No.	COARSE AGGREGATE GRADATIONS												
	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 <sup>1/</sup>
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 <sup>2/</sup>	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 <sup>7/</sup>		5±5				
CA 8				100	97±3	85±10	55±10		10±5		3±3 <sup>3/</sup>		
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 <sup>4/7/</sup>		6±6		3±3 <sup>3/ 5/</sup>		
CA 12						100	95±5	85±10	60±10		35±10		9±4
CA 13						100	97±3	80±10	30±15		3±3 <sup>3/</sup>		
CA 14							90±10 <sup>6/</sup>	45±20	3±3				
CA 15							100	75±15	7±7		2±2		
CA 16							100	97±3	30±15		2±2 <sup>3/</sup>		
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		

Grad No.	COARSE AGGREGATE GRADATIONS (metric)												
	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 <sup>1/</sup>
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 <sup>2/</sup>	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 <sup>7/</sup>		5±5				
CA 8				100	97±3	85±10	55±10		10±5		3±3 <sup>3/</sup>		
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 <sup>4/7/</sup>		6±6		3±3 <sup>3/ 5/</sup>		
CA 12						100	95±5	85±10	60±10		35±10		9±4
CA 13						100	97±3	80±10	30±15		3±3 <sup>3/</sup>		
CA 14							90±10 <sup>6/</sup>	45±20	3±3				
CA 15							100	75±15	7±7		2±2		
CA 16							100	97±3	30±15		2±2 <sup>3/</sup>		
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.

## Village of Buffalo Grove.

**CONTRACT/BID FOR THE PURCHASE OF AGGREGATE**

Full Name of Bidder Vulcan Construction Materials, LLC ("Bidder")  
 Principal Office Address 1000 E Warrenville Rd, Ste 100, Naperville, IL 60563  
 Local Office Address 1000 E Warrenville Rd, Ste 100, Naperville, IL 60563  
 Contact Person Stephanie McFadden Telephone Number 630-878-9872

TO: Village of Buffalo Grove  
 50 Raupp Blvd  
 Buffalo Grove, Illinois 60089  
 Attention: **Brett Robinson**  
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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 included as part 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 Municipalities 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 Municipalities 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 Municipalities as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Municipalities shall have the right to inspect all or any part of the Product. If, in the Municipalities' 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 Municipalities, 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.

## 2. Contract Price Proposal

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

If the Municipalities have specified the Quantity of Product to be purchased by the Municipalities 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 Municipalities 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 Municipalities is specified on Page 1 of the Invite for Bids, such amount is an estimate only. The Municipalities 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 Municipalities for the Product that complies with this Contract/Bid that are accepted by the Municipalities. 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 set off 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 Municipalities through **December 31, 2023**. In addition, the Municipalities 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 Municipalities 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 Municipalities accept this Contract/Bid within 45 days after the date this sealed Contract/Bid is opened.

## 6. Joint Purchasing/Purchasing Extension

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other Municipalities during the extended term of this Contract.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the ITB, and as otherwise required by the Village of Buffalo Grove.

contained in this Contract/Bid and in the Municipalities' written notification of acceptance in the form included in this bound set of documents.

## 7. Bidder's Representations and Warranties

In order to induce the Municipalities 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 Municipalities.

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 Municipalities 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.

## 8. Acknowledgements

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

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

B. Reservation of Rights. The Municipalities 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

D. Remedies. Each of the rights and remedies reserved to the Municipalities 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 Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any information or data supplied by the Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any order by the Municipalities' 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 Municipalities; nor any extension of time granted by the Municipalities; nor any delay by the Municipalities in exercising any right under this Contract/Bid; nor any other act or omission of the Municipalities 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 Municipalities.

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 Municipalities.

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.

## 9. Contractor's Insurance

Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

## C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

## D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
- 2) The Contractor's insurance coverage shall be primary and non-contributory as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
- 4) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*

to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Initials



E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Municipality be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 1) Each insurance policy required shall have the Municipality expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

**Contractor shall furnish each Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Municipality, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Waiver of Immunity

Nothing contained in this Agreement shall constitute a waiver by the Municipality of any right, privilege or defense available to the Village under statutory or common law, including, but not limited

Bidder's Status: ☒ DE Corporation ☐ \_\_\_\_\_ Partnership ☐ Individual Proprietor  
(State) (State)

Bidder's Name: Vulcan Construction Materials, LLC

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: [Signature]

(corporate seal)  
(if corporation)

Printed Name: JASON GRIMES

Title/Position: SALES SERVICES MANAGER

Date: 10-13-2022

Bidder's Business Address: 1000 E Warrenville Rd, Ste 100,  
Naperville, IL 60563

Bidder's Business Telephone: 630-955-8580 Email: vulcanmaterialsquote@vncmail.com

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

NAME	TITLE	ADDRESS
See <u>www.vulcanmaterials.com</u>		

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

## Appendix A. Schedule of Prices

### A. Buffalo Grove

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Aggregate Delivered	CA-6 Aggregate	Approximately 400 Tons	\$ 20.95	\$ 8,380.00
Aggregate Delivered	CA-11 Aggregate	Approximately 3000 Tons	\$ 29.25	\$ 87,750.00
Aggregate Delivered	CA-16 Aggregate	Approximately 100 Tons	\$ 45.28	\$ 4,528.00
			A.Total	\$ 100,658.00

Total One hundred thousand six hundred Dollars and zero Cents (in writing) / Ton (Delivered)  
fifty eight

Contact: Scott Fontanez [sfontanez@vbg.org](mailto:sfontanez@vbg.org)

Delivery Location 51 Raupp Blvd,  
Buffalo Grove IL 60089

### B. Evanston

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Aggregate Delivered	CA-6 Aggregate	Approximately 2000 Tons	\$ 26.72	\$ 53,440.00
Aggregate Delivered	CA-11 Aggregate	Approximately 50 Tons	\$ 35.02	\$ 1,751.00
Aggregate Delivered	CA-16 Aggregate	Approximately 30 Tons	\$ 46.27	\$ 1,388.10
Aggregate Delivered	FA-2 Torpedo Sand	Approximately 200 Tons	\$ 41.02	\$ 8,204.00
			B.Total	\$ 64,783.10

Total Sixty four thousand seven hundred Dollars and ten Cents (in writing) / Ton (Delivered)  
eighty three

Contact: Tim Bartus [tbartus@cityofevanston.org](mailto:tbartus@cityofevanston.org)  
Shawn Pestka [spestka@cityofevanston.org](mailto:spestka@cityofevanston.org)  
Donald Cornelius [dcornelius@cityofevanston.org](mailto:dcornelius@cityofevanston.org)

Delivery Location: 2020 Asbury Ave.,  
Evanston, IL 60201



## C. Glenview

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Aggregate Delivered	CA-7 Aggregate	Approximately 4200 Tons	\$ 33.05	\$ 138,810.00
			C.Total	\$ 138,810.00

Total One hundred thirty eight thousand Dollars and zero Cents (in writing) / Ton (Delivered)  
eight hundred ten

Contact: Daniel Levinson: [dlevinson@glenview.il.us](mailto:dlevinson@glenview.il.us)

Daniel Leicht: [dleicht@glenview.il.us](mailto:dleicht@glenview.il.us)

Delivery Location: 2498 East Lake Avenue  
 Glenview IL 60026

A+B+C Total Cost for all Municipalities \$ 304,251.10

Written amount of A+B+C Total Cost for all Municipalities.

\$ Three hundred four thousand two hundred fifty one dollars and ten cents

\*Provide material specifications with bid submittal



08/09/2022

### 15171-052CM06 Base

Procedure	Sieve/Test	Average	Unit	CM06 Stone Specification
IDOT ITP 27	1 1/2" (37.5mm)	100.0	%	100-100
	1" (25mm)	97.2	%	90-100
	3/4" (19mm)	87.5	%	
	5/8" (16mm)	81.4	%	
	1/2" (12.5mm)	72.9	%	60-90
	3/8" (9.5mm)	64.7	%	
	1/4" (6.3mm)	54.7	%	
	#4 (4.75mm)	49.3	%	35-61
	#8 (2.36mm)	37.2	%	
	#16 (1.18mm)	28.5	%	15-45
	#40 (.425mm)	21.7	%	
	#200 (75µm)	10.33	%	4-12

The above gradation for Illinois Department of Transportation (IDOT) Material Code 052CM06 is based on shipping samples taken from our loadout faces at the Vulcan Bartlett Quarry (IDOT Producer Number 50312-90) and is produced, tested and shipped in compliance with the IDOT Aggregate Gradation Control System Program.

PLEASE NOTE: Gradations may change due to degradation and segregation during transportation, customer stockpiling, and handling.

Name/Title

Jason Grimes / Sales



10/07/2022

### 26371-016CA11 Bedding Stone

Procedure	Sieve/Test	Average	Unit	CA11 Specification (Bedding Stone)
IDOT ITP 27	1" (25mm)	100	%	100-100
	3/4" (19mm)	92	%	84-100
	5/8" (16mm)	73	%	
	1/2" (12.5mm)	42	%	30-60
	3/8" (9.5mm)	16	%	
	1/4" (6.3mm)	7	%	
	#4 (4.75mm)	5	%	0-12
	#16 (1.18mm)	2	%	0-6
	#200 (75µm)	1.2	%	

The above gradation for Illinois Department of Transportation (IDOT) Material Code 016CA11 is based on shipping samples taken from our loadout faces at the Vulcan Bartlett Quarry (IDOT Producer Number 50312-90) and is produced, tested and shipped in compliance with the IDOT Aggregate Gradation Control System Program.

PLEASE NOTE: Gradations may change due to degradation and segregation during transportation, customer stockpiling, and handling.

Name/Title

Jason Grimes / Sales



McCook Quarry  
5500 Joliet Road  
McCook, IL 60525  
708-387-4760

06/14/2022

### 28801-016CA16 Bedding BSP

Procedure	Sieve/Test	Average	Unit	Specification
	1/2" (12.5mm)	100	%	100-100
	3/8" (9.5mm)	96	%	94-100
	1/4" (6.3mm)	59	%	
	#4 (4.75mm)	29	%	15-45
	#8 (2.36mm)	5	%	
	#16 (1.18mm)	3	%	0-4
	#30 (.6mm)	2	%	
	#200 (75µm)	1.7	%	

This washed, crushed stone product is produced and shipped in compliance with the IDOT AGCS Program, Material Code 016CA16.

Please note the average gradations listed are based on shipping samples taken from our load out faces at the McCook Quarry, IDOT Producer Number 50312-78. These gradations may change due to degradation and segregation during transportation, customer stockpiling and handling.

Name/Title      Dan Barnstable / Area Manager-Technical  
Services



10/06/2022

### 15171-052CM06 Base

Procedure	Sieve/Test	Average	Unit	Specification
	1 1/2" (37.5mm)	100	%	100-100
	1" (25mm)	100	%	90-100
	3/4" (19mm)	90	%	
	5/8" (16mm)	80	%	
	1/2" (12.5mm)	67	%	54-84
	3/8" (9.5mm)	55	%	
	1/4" (6.3mm)	43	%	
	#4 (4.75mm)	37	%	25-51
	#8 (2.36mm)	27	%	
	#16 (1.18mm)	20	%	10-40
	#40 (.425mm)	15	%	
	#200 (75µm)	10.7	%	4-12

This product is produced and shipped in compliance with the IDOT AGCS Program, Producer Number 50312-78, Material Code 052CM06.

The above gradation above is based on recent shipping samples taken from our load out faces at the Vulcan McCook Quarry.

PLEASE NOTE: Gradations may change due to degradation and segregation during transportation, customer stockpiling, and handling

Name/Title

Jason Grimes / Sales



10/12/2022

### 26371-016CA11 Bedding

Procedure	Sieve/Test	Average	Unit	CA11 Specification
	1" (25mm)	100	%	100-100
	3/4" (19mm)	87	%	84-100
	5/8" (16mm)	65	%	
	1/2" (12.5mm)	38	%	30-60
	3/8" (9.5mm)	18	%	
	1/4" (6.3mm)	6	%	
	#4 (4.75mm)	4	%	0-12
	#8 (2.36mm)	2	%	
	#16 (1.18mm)	2	%	0-6
	#200 (75µm)	1.3	%	

This product is produced and shipped in compliance with the IDOT AGCS Program, Producer Number 50312-78, Material Code 016CA11.

The gradation above is based on recent shipping samples taken from our load out faces at the Vulcan McCook Quarry.

PLEASE NOTE: Gradations may change due to degradation and segregation during transportation, customer stockpiling, and handling

Name/Title

Jason Grimes / Sales



10/06/2022

### 25371-016CA07 Bedding MP

Procedure	Sieve/Test	Average	Unit	Specification
	1 1/2" (37.5mm)	100	%	100-100
	1" (25mm)	100	%	90-100
	3/4" (19mm)	87	%	
	5/8" (16mm)	68	%	
	1/2" (12.5mm)	43	%	30-60
	3/8" (9.5mm)	24	%	
	1/4" (6.3mm)	11	%	
	#4 (4.75mm)	7	%	0-10
	#8 (2.36mm)	4	%	
	#16 (1.18mm)	3	%	
	#200 (75µm)	2.6	%	

This product is produced and shipped in compliance with the IDOT AGCS Program, Producer Number 50312-78, Material Code 016CA07.

The gradation above is based on recent shipping samples taken from our load out faces at the Vulcan McCook Quarry.

PLEASE NOTE: Gradations may change due to degradation and segregation during transportation, customer stockpiling, and handling.

Name/Title

Jason Grimes / Sales



10/13/2022

### 30642-CERT FM-2 Natural Sand

Procedure	Sieve/Test	Average	Unit	CERT FM-2 Natural Sand
	3/8" (9.5mm)	100	%	100-100
	#4 (4.75mm)	100	%	94-100
	#8 (2.36mm)	91	%	70-100
	#16 (1.18mm)	76	%	45-85
	#30 (.6mm)	57	%	36-62
	#50 (.3mm)	25	%	10-30
	#100 (.15mm)	4	%	0-10
	#200 (75µm)	1.4	%	0-3

This product is produced and shipped in compliance with the IDOT AGCS Program, Material Code 027FM02. Please note the average gradations listed are based on shipping samples taken from our load out faces at the McCook Quarry Distribution Yard 50319-08, Original Source IDOT Producer Number 50970-01. These gradations may change due to degradation and segregation during transportation, customer stockpiling and handling.

Name/Title

Jason Grimes / Sales