

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, May 7, 2015
7:00 P.M. – Committee Room A**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. A. Selection of a Chairman
B. Selection of a Vice-Chairman
3. Approval of Minutes
A. Infrastructure Committee of April 2, 2015
4. Public Participation / Presentations
5. Items for Consent
 - A. 2015 Asphalt Materials Procurement – DuPage County Joint Purchasing Program – Plote Construction, Inc.
 - B. Purchase One 2016 Ford F-250 4wd Pick-up Truck with Knapheide Utility Service Body, Tommy Gate Lift Gate, and Western Snow Plow from Zimmerman Ford of St. Charles, Illinois
 - C. Purchase Two 2016 Ford F-250 4wd Pick-up Trucks with Knapheide Utility Service Body from Zimmerman Ford of St. Charles, Illinois
 - D. Rejection of Bids – A. Eugene Rennels Bridge Rehabilitation Project
 - E. Resolution No. 15-R-0026 – Contract Award – Wood Street Reconstruction Project
 - F. Resolution No. 15-R-0027 – Contract Award – Grit System Equipment Replacement Project at the City's Regional Wastewater Treatment Plant
 - G. Resolution No. 15-R-0028 – Contract Award – Construction Oversight Services for the Grit Removal System Equipment Replacement Project at the City's Regional Wastewater Treatment Plant
 - H. Resolution No. 15-R-0029 – Contract Award – Construction Oversight Services for the 2015 Sanitary Sewer Rehabilitation Project – Stage 2
 - I. Unleaded and Diesel Fuel Delivery – Authorize Purchase from Heritage FS, Inc., Wilmington, Illinois
6. Items for Discussion
7. Unfinished Business
8. New Business
9. Reports from Staff
10. Adjournment

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

CITY OF WEST CHICAGO

DRAFT

WHERE HISTORY & PROGRESS MEET
MINUTES

INFRASTRUCTURE COMMITTEE

April 2, 2015, 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum. Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen John Banas, James Beifuss, Don Earley, Al Hallett and John Smith present. Alderman Sandra Dimas and Alderman Mark Edwalds were absent.

Also in attendance were Assistant Director of Public Works Tim Wilcox and Executive Secretary Michelle Baldino.

Resident Marilyn Kroll was also in attendance.

2. Approval of Minutes.

A. Infrastructure Committee Minutes of March 5, 2015. Alderman Hallett made a motion, seconded by Alderman Banas to approve the Meeting Minutes of March 5, 2015 with changes requested by Chairman Beifuss to be reflected in the approved minutes. Voting Yea: Aldermen Hallett, Banas, Beifuss, Earley, and Smith. Voting Nay: 0.

3. Public Participation / Presentations.

A. Resident Marilyn Kroll addressed the Committee first by wishing Alderman Earley a Happy Belated Birthday. She then stated that she would like to see the City more involved with hiring part-time summer employment for the City's Public Works Department for some of the City's younger population and also disabled people. She attended a recent "Coffee with the Mayor" and suggested to him that a City commission be developed to help create job opportunities for people with special needs, handicaps and disabilities. She also stated that she would like to see a woman for Mayor.

Ms. Kroll spoke about changing the venue of the Infrastructure Committee from the Committee Room to the City Council Chambers so that she may stand at a podium whenever she wants to address the Committee. She stated that she was told that the meetings were held in the Committee Room because it is a more relaxed atmosphere.

Ms. Kroll also said that she recently reported a large portion of broken pavement in a private lot within the City, which was filled in with gravel soon after her report. She thanked the Committee for the opportunity to speak and informed them that she has a great interest in the City and in all levels of government.

4. Items for Consent. Chairman Beifuss read the items for consent. Alderman Earley asked for discussion on item 4.A., and Chairman Beifuss asked for discussion on Item 4.E. **Alderman Banas made a motion, seconded by Alderman Smith to approve:**

B. Purchase of Four 2016 Ford Utility AWD Police Interceptor Vehicles – Zimmerman Ford, St. Charles, Illinois

C. Purchase of Two 2016 JX Peterbilt Model 348 Single Axle Truck Chassis Equipped by Henderson Truck Equipment-Illinois with 10' Stainless Steel Henderson Muni Body, 11' Henderson SnoFoe Snow Plow with Baker Flink Quick Link Hitch, 11' Henderson Oscillating Underbody Scraper, Pre-Wetting and Anti-Icing System, and Appurtenances from JX Peterbilt of Bolingbrook, Illinois

D. Purchase One 2016 JX Peterbilt Model 348 Tandem Axle Truck Chasses Equipped by Henderson Truck Equipment-Illinois with 13' Stainless Steel Henderson Muni Body, 12' Henderson SnoFoe Snow Plow with Baker Flink Quick Link Hitch, 8' Henderson Wing Plow, Pre-Wetting Anti-Icing System, and Appurtenances from JX Peterbilt of Bolingbrook, Illinois

F. Resolution No. 15-R-0023 – Contract Award – Insituform Technologies USA, LLC for the 2015 Sanitary Sewer Rehabilitation Project – Stage 2.

Voting Yea: Aldermen Banas, Smith, Beifuss, Earley, and Hallett. Voting Nay: 0.

5. Items for Discussion. Items for discussion include Consent Items 4.A., and 4.E.

4.A. Approval of City Administrator's Execution of Two Year Contract with Dynergy Energy Services, LLC for the Supply of Electricity. Alderman Earley asked staff what properties are included with the City's Franchise Agreement with ComEd, and what the cost is. Mr. Wilcox replied that he did not have cost information with him and he was unaware of which buildings are included with the franchise agreement. Chairman Beifuss replied that there is a collection of buildings included, but not the City's water plant, wells or lift stations. **During discussion, staff was directed to bring back the costs associated with average use and pricing for each building for a year period. Alderman Earley made a motion, seconded by Alderman Banas to approve the City Administrator's Execution of Two Year Contract with Dynergy Energy Services, LLC for the Supply of Electricity. Voting Yea: Aldermen Earley, Banas, Beifuss, Hallett, and Smith. Voting Nay: 0.**

4.E. Resolution No. 15-R-0015 – Contract Award – Clark Dietz, Inc. for Professional Engineering Design and Bid Assistance Services for the Disk Filtration System Equipment Replacement Project at the City's Regional Waste Water Treatment Plant. Chairman Beifuss reviewed that in previous discussions, it was decided that it would be better to replace the Waste Water Treatment Plant's sand filter system with a disk filtration system. Mr. Wilcox said that sand filters are effective but they pose problems with capacity. Disk filtration offers more filtration, are easier to clean and maintain, and will also help to increase the plant's capacity. **Alderman Banas made a motion, seconded by Alderman Earley to approve Resolution No. 15-R-0015 authorizing a Contract Award with Clark Dietz, Inc. Voting Yea: Aldermen Banas, Earley, Beifuss, Hallett and Smith. Voting Nay: 0.**

6. Unfinished Business.

A. Alderman Earley reminded Committee members that Public Participation is to be limited to three minutes per person during Committee Meetings.

7. New Business.

A. Purchase of Rock Salt through DuPage County Purchasing. Mr. Wilcox stated that DuPage County's rock salt pricing remains the same as last year; \$70.44/ton. Staff is asking permission to present the approval of the purchase of Rock Salt through DuPage County directly to the City Council for an amount not to exceed Purchase Order. The order quantity will be the same as the state; 80%-130% of 2000 tons. This will also save the City approximately \$100,000 from last year's state requisition pricing. Alderman Banas asked staff if they have received pricing yet for Thawrox. Mr. Wilcox answered no.

Alderman Hallett made a motion, seconded by alderman Banas to direct staff to present the 2015-2016 Rock Salt purchase from DuPage County to the City Council for approval. Motion was unanimously approved by voice vote.

8. Reports from Staff.

9. Adjournment. At 7:30 P.M., Alderman Banas made a motion to adjourn. Motion was unanimously approved by voice vote.

Respectfully submitted,

Michelle Baldino
Executive Secretary

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

2015 Asphalt Materials Procurement – DuPage County
Joint Purchasing Program - Plote Construction, Inc.

AGENDA ITEM NUMBER: S.A.**COMMITTEE AGENDA DATE:** May 7, 2015**COUNCIL AGENDA DATE:** May 18, 2015**STAFF REVIEW:** Timothy R. Wilcox, Assistant Director of Public
Works**SIGNATURE** **SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**ITEM SUMMARY:**

For over 27 years the City has utilized the DuPage County Joint Purchasing Program for the procurement of asphalt materials. DuPage County has a Joint Purchasing Program similar to the State of Illinois Joint Purchasing Program where annually it solicits bids for materials by way of public bid and then allows municipalities to take advantage of the competitively bid unit prices. In the past, Allied Asphalt Paving Company (Plote Construction, Inc.), and previously Harry W. Kuhn, were awarded yearly contracts from DuPage County, and the City Council authorized staff to purchase asphalt materials from the company through the joint purchasing program. Public Works staff was able to pick up hot mix asphalt (HMA) material as needed from the plant located on Washington Street, near Illinois Route 38, in West Chicago, IL.

Staff has been advised that Plote Construction, Inc. was awarded a contract for Asphalt Materials, both Surface and Binder Course, along with additional Group IV Bituminous Paving Materials such as asphalt emulsion (primer), for a period of one year from the contract award date of April 14, 2015. Plote has again agreed to extend its bid to other taxing bodies in DuPage County through the Joint Purchasing Program.

The City uses HMA to repair street openings from water and sewer excavations, for pothole patching, repair of surface imperfections through grinding and patching, and overlayment of sections of streets where the surface is deteriorated and the street is not scheduled for contractual reconstruction or resurfacing. For FY 2015, staff anticipates using approximately 750 tons of surface mix, approximately 50 tons of binder mix and approximately 35 gallons of primer. Material cost varies from \$50.00 to \$57.00 per ton depending on the type of HMA required. Primer is \$40.00 per 5 gallon pail. The amount of \$46,000 has been budgeted in the Motor Fuel Tax (MFT) Fund for the purchase of asphalt and street patch materials.

Staff recommends using the DuPage County Joint Purchasing Program for the procurement of Asphalt Materials from Plote Construction, Inc.

A copy of the DuPage County bid awarded to Plote Construction, Inc. is attached for your consideration.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Authorize the purchase of Asphalt Materials, as needed, from Plote Construction, Inc. for an amount not to exceed \$46,000.00, through the DuPage County Joint Purchasing Program.

COMMITTEE RECOMMENDATION:



**COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE**

**BID #15-047
BITUMINOUS PAVING MATERIALS
BID OPENING DATE: MARCH 11, 2015
1:00 P.M.**

RESPONSIBLE BIDS:	TOTAL BID AMOUNT
PLOTE CONSTRUCTION, INC	\$143,400.00
SUPERIOR ASPHALT MATERIALS, LLC	\$172,300.00

NON-RESPONSIBLE BIDS:

NO BID RESPONSES:

BID OPENING ATTENDED BY:

Glenda Vasak, DuPage County Buyer
Natalie, LaRocco, Senior Staff Assistant

THIS BID HAS A TENTATIVE AWARD DATE OF: APRIL 13, 2015

INVITATIONS SENT:	23	POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:	9	TOTAL BID RESPONSES RECEIVED:	2
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15-047 EXTENDED BID TAB

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DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201
General Email: purchasing@dupageco.org

INVITATION TO BID:	#15-047	BID ISSUE DATE:	2/25/15
BID DESCRIPTION:	BITUMINOUS PAVING MATERIALS		
BID OPENING DATE:	3/11/15	BID OPENING TIME:	1:00 P.M.
SUBMIT 1 ORIGINAL PLUS 2 COPIES		BOND REQUIRED: NONE	

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:

DU PAGE COUNTY PROCUREMENT SERVICES DIVISION
421 NORTH COUNTY FARM ROAD, ROOM 3-400
WHEATON, IL 60187-3978

Any communication regarding this invitation between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).

Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

BUYER:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	Glenda.Vasak@DuPageCo.org		

FULL NAME OF BIDDER	Plote Construction Inc.
BID CONTACT PERSON	Dave Verdico
TELEPHONE NUMBER	847-695-9300

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

COUNTY OF DU PAGE, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	BITUMINOUS PAVING MATERIALS
USER DEPARTMENT:	DIVISION OF TRANSPORTATION PUBLIC WORKS FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

EACH DEPARTMENT WILL MAKE AN INDEPENDENT DETERMINATION ON WHETHER IT WILL ENTER INTO AN AGREEMENT WITH THE AWARDED CONTRACTOR AND WILL ISSUE THEIR OWN PURCHASE ORDER

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Bid Language and Specification Inquiries.	Must be submitted in writing to: Glenda.Vasak@dupageco.org	2/28/15	1:00 p.m.
Response to Inquiries	Via E-Mail Or Fax	3/4/15	1:00 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	3/11/15	1:00 p.m.

✓	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID
	2 COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9
	CONTRACTOR SHALL INCLUDE WITH THEIR BID, A COPY OF ANY / ALL AGREEMENTS, WAIVERS, DISCLAIMERS, ETC. REQUIRED TO BE COMPLETED WHEN DUMPING ASPHALT GRINDINGS AND CLEAN CONCRETE

COUNTY OF DU PAGE, ILLINOIS

INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Manager of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Procurement Manager's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

COUNTY OF DU PAGE, ILLINOIS

COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

DEVIATIONS:

The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

EXCEPTIONS:

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

ELECTRONIC TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile bid specifications to the Bidder.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

COUNTY OF DU PAGE, ILLINOIS

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT AWARD INFORMATION:

The successful bidder will be asked to sign a contract agreement (sample attached).

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at www.DemandStar.com.

COUNTY OF DU PAGE, ILLINOIS

Response summaries will be available over the Internet at www.DemandStar.com. This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Bid Coordinator at (630) 407-6190.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

CHANGES:

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

COMMUNICATIONS:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

COUNTY OF DU PAGE, ILLINOIS

DISCIPLINE:

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

ENDORSEMENTS:

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

FORCE MAJEURE:

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

INDEMNITY:

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

COUNTY OF DU PAGE, ILLINOIS

LAW GOVERNING:

The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LOBBYIST REGISTRATION:

Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

MISCELLANEOUS REQUIREMENTS:

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

PROTEST:

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

RESERVATION OF RIGHTS:

The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering

COUNTY OF DU PAGE, ILLINOIS

value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request.

TERMINATION, CANCELLATION AND DAMAGES:

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

VENUE:

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS

SPECIAL CONDITIONS

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

RENEWAL & EXTENSION:

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed four (4) years.**

END OF SPECIAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS

BID #15-047 SPECIFICATIONS

This bid is to furnish BITUMINOUS PAVING MATERIALS for the period April 1, 2015 through March 31, 2016. Orders will be placed on an "as needed" basis.

MATERIALS:

The materials furnished under this proposal shall meet the applicable provisions of Sections 1030 and 1032 of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, and any subsequent revisions thereafter.

QUANTITIES:

The material shall be loaded into County trucks at the plant site in a minimum quantity of (1) one ton per truck.

Quantities shown are approximate, and are intended only to establish unit prices. The County reserves the right to increase or decrease the quantity shown by any amount, and to purchase the materials from any or all bidders at the quoted unit price.

PRICES:

Prices shall remain firm for one (1) year from date of award.

Unit prices quoted shall be F.O.B. County trucks at the plant sites indicated by bidder on the Schedule of Prices.

COUNTY OF DU PAGE, ILLINOIS

Vendors with multiple locations must provide an address, contact and phone number for each yard, where indicated.

Items	Delivery	Unit	Quantity	Unit Price	Total
Plant Location					
HMA Surface Course, Mix D, N70	FOB PLANT	TON	1200	57 ⁰⁰	68400 ⁰⁰
HMA Surface Course, Mix C, N50	FOB PLANT	TON	500	56 ⁰⁰	28000 ⁰⁰
HMA Binder Course, IL-19, N70	FOB PLANT	TON	300	50 ⁰⁰	15000 ⁰⁰
HMA Binder Course, IL-19, N50	FOB PLANT	TON	300	50 ⁰⁰	15000 ⁰⁰
Polymerized HMA Surface Course, Mix F, N90	FOB PLANT	TON	100	100 ⁰⁰	10000 ⁰⁰
Polymerized HMA Binder Course, IL-19.0, N90	FOB PLANT	TON	30	100 ⁰⁰	3000 ⁰⁰
SS-1 Asphalt Emulsion	FOB PLANT	5 GAL PAILS	100 PAILS	40 ⁰⁰	4000 ⁰⁰
Dumping of Asphalt Grindings and Clean Concrete *	FOB PLANT	TON	400	N/C	—
Dumping of Broken Asphalt	FOB PLANT	TON	400	N/C	—
Total:					\$ 143,400⁰⁰

*CONTRACTOR SHALL INCLUDE WITH THEIR BID, A COPY OF ANY/ALL AGREEMENTS, WAIVERS, DISCLAIMERS, ETC., REQUIRED TO BE COMPLETED, WHEN DUMPING ASPHALT GRINDINGS AND CLEAN CONCRETE.

d/b/a Allied Asphalt Paving Company

PLANT LOCATION:	
ADDRESS:	1555 W. Washington Street
	West Chicago, IL 60185
CONTACT:	
PHONE NUMBER:	630-293-5570
PLANT LOCATION:	
ADDRESS:	2200 Graham Street
	Bartlett, IL 60103
CONTACT:	
PHONE NUMBER:	630-289-6080

COUNTY OF DU PAGE, ILLINOIS

PLANT LOCATION:	
ADDRESS:	
CONTACT:	
PHONE NUMBER:	
PLANT LOCATION:	
ADDRESS	
CONTRACT:	
PHONE NUMBER:	

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Plote Construction Inc.	NAME	
CONTACT	Dave Verdico	CONTACT	
ADDRESS	1100 Brandt Drive	ADDRESS	
CITY ST ZIP	Hoffman Estates, IL 60192	CITY ST ZIP	
TX	847-695-9300	TX	
FX	847-695-9317	FX	
EMAIL	bids@plote.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6830		DuPage County Division of Transportation Sign Shop Attn: Darcie Garza 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6906 FX: (630) 407-6962	
DuPage County Public Works Attn: Frances Mahoney 7900 S. Route 53 Woodridge, IL 60517 TX: (630) 985-7400		DuPage County Public Works Attn: Dwane Kozak 7900 S. Route 53 Woodridge, IL 60517 TX: (630) 985-7400 FX: (630) 407-6962	

ALL MATERIALS MUST BE BID F.O.B. COUNTY TRUCK AT PLANT SITE.

COUNTY OF DU PAGE, ILLINOIS

**BID FORM
PROCUREMENT SERVICES DIVISION
BID #14-049**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Plote Construction Inc.
Main Business Address	1100 Brandt Drive
City, State, Zip Code	Hoffman Estates, IL 60192
Telephone Number	847-695-9300
Fax Number	847-695-9317
Bid Contact Person	Dave Verdico
Email Address	bids@plote.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:



the Owner/Sole
Proprietor



a Member of the
Partnership



an Officer of the
Corporation



a Member of the
Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Daniel R. Plote

(President or Partner)

(Vice-President or Partner)

Janice R. Plote

(Secretary or Partner)

Janice R. Plote

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

COUNTY OF DU PAGE, ILLINOIS

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment; supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

BID AWARD CRITERIA:

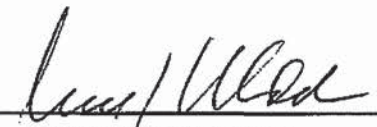
Purchase orders for road materials are typically awarded to multiple vendors by multiple departments. The amount of the purchase order awarded to each vendor, as well as the decision to use a certain vendor on a given day considers the following primary factors.

- Material Cost
- Distance From Plant To Job Site
- Material Availability
- Travel Time From Plant To Job Site

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (See Preparation of Bids Section)

TOTAL BID AMOUNT: \$ 143,400.00
Total (in figures)

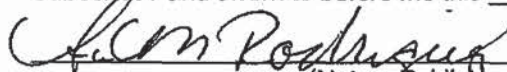
One hundred forty-three thousand, four hundred Dollars and 00/100 Cents.
(Print or Type)

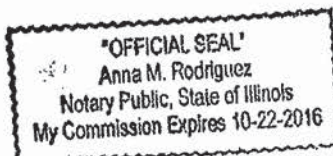
X 
(Signature and Title)
William T. Madden, Asst. Secretary

CORPORATE SEAL
(If available)

**BID MUST BE SIGNED AND NOTARIZED
FOR CONSIDERATION**

Subscribed and sworn to before me this 11th day of March AD, 2015

 My Commission Expires: 10-22-16
(Notary Public)



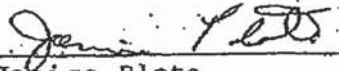
CERTIFICATION OF
ACTION BY THE JOINT WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
PLOTE CONSTRUCTION INC.

The undersigned, being the duly elected Secretary of
PLOTE CONSTRUCTION INC.

An Illinois corporation, hereby certifies that the following
resolutions were adopted pursuant to the provisions of Section
147.1 of the Business Corporation Act of the State of Illinois, and
said resolutions are still in full force and effect:

RESOLVED, that William T. Madden, as Assistant Secretary
is hereby authorized and empowered to make, execute,
deliver and enter into contracts and sign surety bonds on
behalf of the Corporation with all governmental agencies
including the Illinois Department of Transportation,
Illinois State Toll Highway Authority, as well as all
Counties, Villages and other units of local government
within the State of Illinois, as well as any non-
governmental parties.

A true record.



Janice Plote
Secretary

Date: January 2, 2015

COUNTY OF DU PAGE, ILLINOIS

VENDOR ETHICS DISCLOSURE

The Vendor Ethics Disclosure Statement can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Multi-year contracts: Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be the current and previous calendar years.

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

COUNTY OF DU PAGE, ILLINOIS



Required Vendor Ethics Disclosure Statement

Company Name:	Plote Construction Inc.		
Company Contact:	Dave Verdico	Contact Phone:	847-695-9300
Bid/Contract/ PO:	#15-047 Bituminous Paving Materials		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
None		

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

William T. Madden

Title

Asst. Secretary

Date

3/11/15

COUNTY OF DU PAGE, ILLINOIS

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

COMPANY NAME:	Village of Streamwood
ADDRESS:	301 E. Irving Park Rd.
	Streamwood, IL 60107
CONTACT PERSON:	Matt Mann
TELEPHONE NUMBER:	630-736-3850

COMPANY NAME:	City of St. Charles
ADDRESS:	2 E. Main St.
	St. Charles, IL 60174
CONTACT PERSON:	Mark Koenen
TELEPHONE NUMBER:	630-377-3678

COMPANY NAME:	Village of Bartlett
ADDRESS:	228 S. Main St.
	Bartlett, IL 60103
CONTACT PERSON:	Paul Kuester
TELEPHONE NUMBER:	630-837-0800

COMPANY NAME:	Village of Hanover Park
ADDRESS:	2121 W. Lake St.
	Hanover Park, IL 60133
CONTACT PERSON:	Howard Killian
TELEPHONE NUMBER:	630-372-4441

STATE THE NUMBER OF YEARS IN BUSINESS:	50
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	Office & Field 500