CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY ITEM TITLE: Purchase of Rock Salt from Compass Minerals America, Inc., Overland Park, Kansas for 2016-2017 Winter Season COMMITTEE AGENDA DATE: July 7, 2016 COUNCIL AGENDA DATE: July 18, 2016 STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works SIGNATURE

ITEM SUMMARY:

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

For FY 2016, or for the 2016-2017 winter season, City staff received direction from the Infrastructure Committee to participate in the DuPage County Rock Salt Purchasing Program for the purchase of 2,000 tons of rock salt. For FY 2015, or the 2015-2016 winter season, the City paid \$70.44 per ton of rock salt delivered under the County program. For FY 2014, or the 2014-2015 winter season, the City paid \$112.69 per ton of rock salt delivered under the CMS program.

SIGNATURE

On Monday, March 7, 2016 City staff submitted information to DuPage County of the City's intent to participate in its Rock Salt Purchasing Program for the purchase of 2,000 tons of rock salt (1,600 tons (80%) minimum purchase required and 2,600 tons (130%) maximum purchase guaranteed available).

On Wednesday, April 20, 2016 DuPage County opened bids for Invitation To Bid #16-075-BF. Four bids were received with Compass Minerals America, Inc. of Overland Park, Kansas, submitting the lowest responsible bid of \$56.35 per ton of rock salt delivered. (see attached bid tabulation sheet). On Thursday, April 21, 2016 DuPage County advised all program participants that it would be awarding its 2016-2017 salt procurement contract (Contract #1869-0001SERV) to Compass Minerals America, Inc. of Overland Park, Kansas. Sean Lierz of Compass Minerals has requested a contract/commitment from the City of West Chicago by Tuesday, July 19, 2016.

Based upon pricing received under the DuPage County Rock Salt Purchasing Program, City staff recommends that City Council authorize the purchase of purchase of up to 2,600 tons of rock salt, at the price of \$56.35 per ton delivered, from Compass Minerals America, Inc. of Overland Park, Kansas.

ACTIONS PROPOSED:

That the West Chicago City Council authorize the purchase of up to 2,600 tons of rock salt, at the price of \$56.35 per ton delivered, from Compass Minerals America, Inc. of Overland Park, Kansas, under the DuPage County Rock Salt Purchasing Program.

COMMITTEE RECOMMENDATION:



COUNTY OF DU PAGE, ILLINOIS PROCUREMENT SERVICES DIVISION BID TABULATION

#16-070-BF OPENING DATE: APRIL 20, 2016 - 2:30 P.M.

	Morton Salt	Detroit Salt	Compass Materials	Cargill Inc
Group 1A	No bid	No bid	No bid	No bid
Group 1B	\$862,200 /	\$896,100 /	\$845,250 /	\$1,019,400 /
	\$57.48tn	\$59.74tn	\$56.35tn	\$67.96tn
Group 2A	\$275,895 /	\$271,035 /	\$253,575 /	\$329,670 /
	\$61.31tn	\$60.23tn	\$56.35tn	\$73.26tn
Group 2B	\$2,935,739 /	\$3,068,718.50	\$2,871,032.50	\$3,751,958 /
	\$57.62tn	/ \$60.23tn	/ 56.35tn	\$73.64tn

BID OPENING ATTENDED BY:

Bruce Flowers, DuPage County Buyer Larry Gammel, DuPage County Buyer Darcie Garza, D.O.T. Buyer Jude Paralo, Salt Exchange Deborah Jones, Morton Salt Roger Wilson, Cargill Sean Lierz, Compass Minerals

INVITATIONS	9	TOTAL BID RESPONSES	4
SENT:		RECEIVED:	- T



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:	16-075-BF	BID ISSUE DATE:	APRIL 6, 2016
BID DESCRIPTION:	FURNISH & DELIV	ER BULK ROCK SALT	
BID OPENING DATE:	APRIL 20, 2016	BID OPENING TIME:	2:30PM
SUBMIT ONE ORIGINAL	PLUS ONE COPY	BOND REQUIRED: Y	ES - GROUP 1

BID RESPONSES MUST BE <u>RECEIVED AND TIME STAMPED</u> 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:

APR 6 5:596

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: Bruce Flowers PHONE: (630) 407-6166

EMAIL: Bruce.Flowers@dupageco.org

FULL NAME OF BIDDER	COMPASS MINERALS AMERICA INC.	L'andre
BID CONTACT PERSON	Sean Lierz	1
TELEPHONE NUMBER	913-344-9330 02 800-323-	-1641

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

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

PROJECT INFORMATION

PROJECT NAME:	FURNISH & DELIVER Bulk Rock Salt	
USER DEPARTMENT:	Division of Transportation	X 1702 15

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Bid Language and Specification Inquiries.	Must be submitted in writing to: Bruce Flowers @ DuPage Co Qrg	APRIL 13, 2016	2 30 p m
Response to Inquiries	Via Email	APRIL 14, 2016	2:30 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	APRIL 20, 2016	2:30 p.m.

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Visc	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)		J.	191
	ORIGINAL BID			
. II	ONE COPY			
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE	497.55		No. 1
	REFERENCES	N .		
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE R			
loi	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE	, COMPI	ETED, W	ITH SEAL
	(IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SI	GNATU	ŖΕ	La Pl
	JOINT PURCHASING SECTION, COMPLETED			~
	BID SECURITY/ BID BOND FOR GROUP 1			
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGN	ED)		1 1 4
	COMPLETED IRS-FORM W-9			

AWARDE	D CONTRACTOR REQUIREMENTS
BID SECURITY/ BID BOND	5% TO BE SUBMITTED WITH BID
PERFORMANCE BOND	20%, DUE WITHIN 10 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 10 DAYS OF NOTICE OF AWARD

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.

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.

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

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.

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.

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.

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.

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.

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.

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 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 E9997-4551-07. A copy of the exemption letter is available upon written request.

TERMINATION. CANCELLATION AND DAMAGES:

This contract may be terminated upon mutual agreement of both parties.

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

SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

BID SECURITY/PERFORMANCE BOND - GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the Issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

Mould your firm he willing to extend your bid to other taxing bodies in DuPage County such as school districts.

JOINT PURCHASING:

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

State any other require	ements th	at they would	have to meet be	yond that of ou	r Bid invitation a	and specification.
* SUBJECT	TO	PRODUCT	AVAILAR	LITY	11 No.	
AC PO CONTO		1 100000000	D GORAL SOUR		11	
			7			2.4
			Thens		+ 1	
		-				
IOTE: The County of	DuPages	would not be in	avolved in nurchs	seina hy any oth	er taying body	other than to rece
EU FE. THE COUNTY OF				ty of DuPage c		

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 provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

USAGE REPORTS: The Contractor shall be required to submit a usage report on orders placed against the contract with each invoice. The report shall be prepared in a Microsoft Excel Spreadsheet in the format shown below.

the state of the s		the second secon		THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	11.00 TO 10.00 TO 10		4-32
Delivery	Delivery	Delivery Ticket	Quantity (Tons)	(A CC) N E	Unit Price	Extended	-
Location	Date	Number	S 12 12 11 11 11 11 11 11 11 11 11 11 11	n 11 ger		1-1	- 1

Contractor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year.

These reports must be furnished within seven (7) days of request.

These reports	DuPage County Division of Transportation	din yancis.			
are to be forwarded to:	Darcie Garza 140 North county Farm Road	St.	25 1188		s, a the
loiwarueu to.	Wheaton, IL 60187			3	- 83
	Villeaton, IL 00107				

VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

END OF SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

Upon-notice of acceptance of proposal, the successful bidder shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

MINIMUM ACCEPTABLE LIMITS OF LIABILITY

\$1,000,000

\$100,000

\$1,000,000

\$1,000,000

\$1,000,000

\$5,000

1.	Workers Compensation		Sta	itutory
2.	Employers Liability		5)	19
	A. Each Accident	V505_ 5		\$1,000,000
	B. Each Employee-disease		\$	1,000,000
a l	C. Policy Aggregate-disease		\$	1,000,000
3.	**Commercial General Liability ****			-
	A. Per Occurrence			\$2,000,000
	B. General Aggregate	3		
- I	General Aggregate- Per project			\$2,000,000
	2. General Aggregate - Products/			
	Completed Operations		. 30	\$2,000,000
4.	Personal and Advertising injury	7.		\$1,000,000

** Business Auto Liability ****

Each Occurrence

(each occurrence)

Fire Legal Liability (any one fire)

Medical Expense (any one person)

Retention for Self-Insured Hazards

**Umbrella Excess Liability (over primary)

TYPE OF INSURANCE

6.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

NOTE: A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.

- It may also be required that the Contractor's insurer and coverage be approved by County prior to execution
 of the Contract.
- C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division Bruce Flowers, Buyer 421 North County Farm Road Wheaton, IL 60187-3978

PH: (630) 407-6166 FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

^{*} Up to \$5,000,000.00 in Contract Value (in excess contact Risk Manager)

^{**} An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

^{****} Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability (is for damage to our vehicle)

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

END OF INSURANCE REQUIREMENTS

BID# 16-075-BF

SPECIFICATIONS AND PRICING

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by **Group 1A** and/or 1B, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie:

Group 2 will be awarded by each individual township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

The County authorized representative for this bid is Darcie Garza, CPPB, or her authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m. Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

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". 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.

LIQUIDATED DAMAGES:

Erom December 1, 2016 through April 30, 2017, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 – DuPage County will place a minimum of 1000 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 1000 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2016. All salt will be delivered by May 31,2017. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

Group 1: DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

Group 2: The Townships/Municipalities intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/16. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY): The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2016. This requirement shall be fulfilled each December 1st, with each contract renewal. DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

PRICING:

The Contractor is to provide a unit price per ton.

BONDS:

DuPage County will require a <u>5% bid security</u> to be submitted with the bid, The Awarded Contractor will also be required to furnish a <u>20% Performance Bond</u>, within <u>10 days of the Notice of Award</u> (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid:

- 140 N. County Farm Road, Wheaton, IL, 60187 OR
- 7900 S. Rt. 53, Woodridge, IL 60517.

A - EARLY DELIVERY - 100% Confirmed quantities. Delivery by November 30, 2016

DESCRIPTION	QUANTITY	UNIT PRICE	(PER TON)	EX	TENDED PRICE
BULK ROCK SALT	NONE	s NA	/TON	\$	NA
		TOTAL G	ROUP 1 -A	\$	Ñ

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	15,000 TONS	\$ 56,35 /TON	s 845, 250
		TOTAL GROUP 1 -B	s 845, 250

^{*}Quantities are estimates only.

UNIT PRICE PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE \$_____PER TON

TOTAL GROUP 1 A	\$ NA
TOTAL GROUP 1 B	\$ 845.250
TOTAL GROUP 1A + 1B (LUMP SUM BID)	\$ 845.250

GROUP 1: SHIPPING AND BILLING INFORMATION:

BILL TO ADDRESS:	SHIP TO ADDRESS:	
DuPage County Division of Transportation	DuPage County Division of Transportation	
Attn: Kathy Black	Attn: Darcie Garza, CPPB	
180 North County Farm Road	140 North County Farm Road	
Wheaton, IL 60187	Wheaton, IL 60187	
TX: (630) 407-6930	TX: (630) 407-6920	- 12
FX: (630) 407-6962	FX: (630) 407-6921	
Same	DuPage County Public Works	
	Attn: Darcie Garza, CPPB	1
1	7900 S. Rt. 53	
	Woodridge, IL 60517	
	TX: (630) 407-6920	
	FX: (630) 407-6921	

GROUP 2 - TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A - EARLY DELIVERY - 100% Confirmed quantities. Delivery by November 30, 2016

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	4,500 TONS	\$ 56.35 /TON	\$ 253,575
		TOTAL GROUP 2 -A	\$ 253, 575

^{*}Quantities are estimates only.

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	50,950 TONS	\$ 56, 35 ITON	\$2,871,032,50
		TOTAL GROUP 2 -B	\$2,871,032.50

^{*}Quantities are estimates only.

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE \$_____PER TON

TOTAL GROUP 2 A	\$ 253 575
TOTAL GROUP 2 B	\$ 2, 871, 032 2
TOTAL GROUP 2A + 2B (LUMP SUM BID)	\$ 3, 124, 607. 20

GROUP 2: SHIPPING AND BILLING INFORMATION

LOCATION	Bill To:	Ship to:	A. 100% Confirme d Quantitles – Delivery before November 30, 2016	B. 80-130% Estimated Quantitie s – Standard Delivery
Addison Township	411 West Potter St. Wooddale, IL 60191	411 West Potter St. Wooddale, IL 60191	0	600
Addison, Village of	1 Friendship Plaza Addison, IL 60101	1491 Jeffery Drive, Addison, IL 60101	0	2000
Aurora, City of	44 E. Downer Place, Aurora, IL 60507	720 N. Broadway, Aurora, IL 60505	0	5000
Bensenville, Village of	717 E Jefferson, Bensenville, IL 60106	717 E Jefferson, Bensenville, IL 60106	0	500
Bloomingdale Township	6N030 Rosedale Ave, Bloomingdale, IL 60108	6N030 Rosedale Ave, Bloomingdale, IL 60108	500	1000
Bloomingdale , Village of	201 S. Bloomingdale Road, Bloomingdale, IL 60108	305 Glen Ellyn Road, Bloomingdale, IL 60108	0	500
Burr Ridge, Village of	7660 S. County Line Road, Burr Ridge, IL 60527	9400 Garfield Ave., Burr Ridge, IL 60527	0	1500
Carol Stream, Village of	500 N. Gary Ave., Carol Stream, IL 60188	CS PW Facility, 124 Gerzevske Lane, Carol Stream, IL 60188	0	1500
Clarendon Hills, Village of	1 N Prospect Ave., Clarendon Hills, IL 60514	452 Park Ave., Clarendon Hills, IL 60514	0	400
Darten, City of	1702 Plainfield Road, Darien, IL. 60561	PW Garage 1041 S. Frontage Road, Darien IL 60561	0	2000
Downers Grove Township	4340 Prince Street, Downers Grove, IL 60515	318 E. Qunicy St., Westmont, IL 60559	0	1200
Downers Grove, Village of	801 Burlington Ave., Downers Grove, IL 60515	5101 Walnut Ave., Downers Grove, IL 60515	0	2000
Elmhurst; City	985 S. Riverside Dr., Elmhurst, IL 60126	625 S. Riverside Dr., Elmhurst, IL 60126	0	3500
Glen Ellyn, Village of	30 S. Lambert Rd., Glen Ellyn, IL 60137	30 S. Lambert Rd., Glen Ellyn, IL 60137	. 0	2000
Hanover Park, Village of	2121 W. Lake St., Hanover Park, IL 60133	2041 Lake St., Hanover Park, IL 60133	0	1800
Hinsdale, Village of	19E Chicago Ave. Hinsdale, IL 60521	225 Symonds Drive Hinsdale, IL 60521	0	600
Itasca, Village of	411 N. Propect Ave., Itasca, IL 60143	411 N. Propect Ave., Itasca, IL 60143	0	1200
Lisle Township	4719 Indiana Ave., Lisle, IL 60532	4719 Indiana Ave., Lisle, IL 60532	0	1200
Lisle, Village of	925 Burlington, Lisle, 1L 60532	4905 Yackley, Lisle, IL 60532	0	2000
Lombard, Village of	255 E. Wilson, Lombard, IL 60148	1135 N. Garfield, Lombard, IL 60148	1000	1000

Milton Township	23W040 Poss St., Glen Ellyn, IL 60137	23W040 Poss St., Glen Ellyn, IL 60137	500	1300
Naperville	31W331 North Aurora Road,	31W331 North Aurora Road,	000	1300
Township	Naperville, IL 60563	Naperville, IL 60563	0	400
Oakbrook,	1200 Oakbrook Road, Oak	3003 Jorie Blvd., Oak Brook, IL		700
Village of	Brook, IL: 60523	60523	0	700
Roselle,	474 Congress Circle North,	474 Congress Circle North,		100
Village of	Roselle, IL 60172	Roselle, IL 60172	0	550
Schaumburg,	101 Schaumburg Ct.,	714 S. Plum Grove Road,		000
Village of	Schaumburg, IL 60193	Schaumburg, IL 60193	2000	3000
Villa Park,	20 S. Ardmore Ave. Villa	729 N. Ardmore Ave. Villa Park,	2000	0000
Village of	Park, IL 60181	IL 60181	0	500
Warrenville,	3S259 Manning Ave.,	3s346 Mignin Place, Warrenville,	er-oranie	000
Gity of	Warrenville, IL 60555	IL 60555	0	1300
Wayne	4N230 Klein Road, West	4N230 Klein Road, West Chicago,	51	1000
Township	Chicago, IL 60185	IL 60185	0	400
West	Onibago, in 00100	10 00 100		*700
Chicago, City	475 Main St., West Chicago,	135 W. Grandlake, West Chicago,		
of	IL 60185	IL 60185		
West	IL 00/03	TL 00103	Ö	2000
Chicago, City	475 Main St., West Chicago,	119 W Washington, West		* 50
of	IL 60185	Chicago, IL. 60185		, T.
	31 W Quincy St., Westmont,			
Westmont,		39 E. Burlington Ave., Westmont,	0	600
Village of	IL 60559	IL 60559	U	600
Wheaton, City	821 Liberty Drive, Wheaton,	821 Liberty Drive, Wheaton, IL		2000
of	IL 60189	60189	0	3300
Willowbrook,	835 Midway Drive,	700 Willowbrook Centre Parkway,	120	
Village of	Willowbrook, IL 60527	Willowbrook, IL 60527	0	800
Winfield	P.O. Box 617, West	30W575 Roosevelt Road, West	(49)	× 1,4
Township	Chicago, IL 60186	Chicago, IL 60185	0	800
Winfield,	27W465 Jewell Road,	0S040 Wynwood Road, Winfield,		250
Village of	Winfield, IL 60190	IL 60190	Ò	500
Wood Dale,	404 N. Wood Dale Road,	720 N. Central Ave., Wood Dale,		4557
City of	Wood Dale, IL 60191	IL 60191	0-	1100
Woodridge,	One Plaza Drive,	One Plaza Drive, Woodridge, IL	B	
Village of	Woodridge, IL 60517	60517	500	1200
York :	19W475 Roosevelt Road,	19W475 Roosevelt Road,		1 3 6
Fownship	Lombard, IL 60148	Lombard, IL 60148	0	1000
. 16	3	a = 4	73	İ
		TON TOTALS	4500	50950

BID FORM

BID #16-075-BF

Full Name of Bidder	COMPASS MINERALS AMERICA INC.
Main Business Address	9900 W. 109+1 St., Suite 100
(C) (C)	
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641
Fax Number	913-338-7945
Bid Contact Person	Sean Lierz
Email Address	Lierz S@ compassminerals, com

TO: The DuPage County Procurement Services Division

specifications and attached exhibits, including Addenda No. MARCA

The undersigned certifies that he is:

thereto;

The Owner/Sole Proprietor	
 Member of the Partnership ✓ Officer of the Corporation - 115+ attack J 	
Member of the Joint Venture herein after called Officers of the Corporation are as follows:	d the Bidder and that the members of the Partnership or
Francis J. Malache	Robert D Miller
(President or Partner) ふくほひ	Senio(Vice-President or Partner)
Diana C. Toman	James D. Standen
(Secretary or Partner)	(Treasurer or Partner)
named herein; that this bid is made without collusion we examined the proposed forms of agreement and the co all of which are on file in the office of the Procurement	on or parties interested in this bid as principals are those with any other person, firm or corporation; that he has fully contract specifications for the above designated purchase, Manager, DuPage Center, 421 North County Farm Road, referred to or mentioned in the contract documents.

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.



CREDIT INFORMATION

FIRM NAME:

Compass Minerals America Inc. PHONE:

(913) 344-9100

PRINCIPAL ADDRESS:

9900 W. 109th St., Suite 100 Overland Park, Kansas 66210

FEDERAL ID CODE:

DATE INCORPORATED:

48-1047632

MAILING ADDRESS:

Same

DATE STARTED:

01/21/88

OTHER LOCATIONS:

Chicago, IL; Kenosha, WI;

1917

Duluth, MN; Ogden, UT; Lyons, KS; TYPE OF BUSINESS: Cote Blanche, LA; Buffalo, NY

Manufacturing

OFFICERS:

Francis J. Malecha Matthew J. Foulston

President and CEO Chief Financial Officer

Steven N. Berger

Senior Vice President, Corporate Services

Jack C. Leunig Robert D. Miller Senior Vice President, Operations Senior Vice President, Salt

Diana C. Toman

Senior Vice President, General Counsel and Corporate Secretary

Peter E. Brooks

Vice President of Internal Audit, Enterprise Risk Management and Insurance

John D. Craft Timothy R. Mertz Vice President and Corporate Controller Vice President, Tax & Assistant Secretary

James D. Standen

Treasurer

TRADE REFERENCES:

Sonoco-Hutchinson LLC

100 N. Halstead

Hutchinson, KS 67501

(843) 383-7175

(843) 339-6184 (fax)

Graphics Packaging International, Inc. 1500 Riveredge Parkway, Suite 100

Atlanta, GA 30328

(770) 644-2969 (fax)

E-mail request: credit@graphicpkg.com

Prince Agri Products Contact: Kathy Irvin

229 Radio Road Quincy, IL 62305

(217) 592-1332

(217) 223-2808 (fax)

Salerno Packaging Inc.

14 Gus Lapham Lane Plattsburgh, NY 12901

(518) 563-3636

(518) 563-3839 (fax)

BANK REFERENCES:

JP Morgan Chase

One Chase Plaza, 7th Floor

New York, NY 10005

Account No.:

910-2-637635

Contact: Tel:

Credit Reference Group

(817) 399-7201

Fax:

(817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF COMPASS MINERALS AMERICA INC.

Dated as of April 1, 2016

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), do hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing:

Francis J. Malecha President and CEO Matthew J. Foulston Chief Financial Officer Robert Miller Senior Vice President, Salt Vice President, Sales, Bulk Road Deicing Jon Schnieders Patrick Heenan Director of Rock Salt and Chemical Sales Sean Lierz Senior Highway Sales Manager Lisa Pruitt Highway Sales Support Manager Deanna Pinkham Business Director, Specialty Products Steve LaLiberte Sales Manager Minnesota & Wisconsin Matt Bevers Regional Manager Eastern Sales Monica Lloyd Western Region Sales Manager

Douglas Dyer Senior Highway Sales Manager
Cindy Rittel Sales Manager
Scott Salazar Sales Manager

Joe Uriell Director Sales Industrial

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for, and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any of the Authorized Signatories in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above.

Matthew J. Foulston

Diana C. Toman

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.

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:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by **Group 1A** and/or **1B**, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie. **Group 2** will be awarded by each individual township/municipality.

	CPOUR 4.	50
	GROUP 1:	
	TOTAL LUMP SUM BID: \$ 040, 400, 400, 400, 400, 400, 400, 40	
CIGHTH	TOTAL LUMP SUM BID: \$ 845,250.00 Total (in figures) TOTAL LUMP SUM BID: \$ TOTAL (in figures) TOTAL LUMP SUM BID: \$ 245,250.00 Total (in figures) Dollars and	
6181111	(Print or Type)	ents.
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	GROUP 2:	
	7 . 2 . 1	
	TOTAL LUMP SUM BID: \$ 3, 124, 607, 50 Total (in figures)	
There Mi	Total (in figures) SIX HUNDREN AND SEVEN ILLIANDNEHVUORED TWENTY FOUR THUSKUD DOLLARS and FIFTY CO	
HARRE IN	(Print or Type)	ents.
	To the state of th	
	The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation	and
	subject, without limitation, to all specifications, terms, and conditions herein contained.	
	XTATUS - CORPORATE SEAL	
	(Signature and Title) (If available)	
	BID MUST BE SIGNED AND NOTARIZED	3
	FOR CONSIDERATION	
	Subscribed and sworn to before me this	
	Subscribed and sworn to before me this _ 4 _ day of _ 1344 .	
	My Commission Expires: 5-19-2019	-
	(Notary Public)	
	NOTARY PUBLIC STATE OF KANSAS	
	KANSOS RAY APPO, EMD, 5-19-2019	

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 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.



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Company		ral Obligation.	ner ager is n	11 6 12	Bid/C	Contract/PO:	6-075-BF
	Name Condas	s Minerals Amer	ica Trac	Company Contact: 5	aa n	Lierz	4-
Contact		3-1641 80 913				Apr. 3 84 5 mile	inerals.com
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Form W=2

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

11 ILCOTTO	Lievelide de vide							-	-	_	
	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.									
	Compass Minerals America Inc.										
ci N	2 Business name/disregarded entity name, if different from above										
age	- Committee of the comm			A Fu	emptio	/	100.0	- ply c	anhu to		
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following the following transfer of the foll	Truckle		certa	in entit	ies, no	t indiv	Idual	5; S90		
S	Individual/sole proprietor or C Corporation S Corporation single-member LLC	Trust/ea	state		otlons						
For	Limited liability company. Enter the tax classification (C=C corporation, S=S	hlp) ►		- 1	ipt pay			_			
F 5	Note. For a single-member LLC that is disregarded, do not check LLC; che	the line abov	e for	1	iption f		ATCA	repo	rting		
Print or type	the tax classification of the single-member owner.			COGE	if any to eccor			udadala	the HEL		
C P	☐ Other (see Instructions) ▶	Requester's	DOTT			_		ntsioe	(18 17.3.)		
Ċį	5 Address (number, street, and apt. or suite no.)	Uarlagger 2	nam	o anu au	mese [орион	219				
Sp	9900 West 109th Street, Suite 100										
9	6 City, state, and ZIP code										
Ø	Overland Park, KS 66210				- 2			-			
	7 List account number(s) here (optional)										
Market	T							_	-		
Par	Taxpayer Identification Number (TIN) your TIN in the appropriate box. The TIN provided must match the name	o given on line 1 to sv	oid So	cial s	ecurity	numbe	r		_		
back	your TIN in the appropriate box. The TIN provided must mater the name ip withholding, For Individuals, this is generally your social security num	ber (SSN), However, fo	ora -			П	\neg	T			
regide	ont allen, sole proprietor, or disregarded entity, see the Part I instructions	s on page 3. For other			-	1					
	s, it is your employer identification number (EIN). If you do not have a n	umber, see How to ge	ta L or								
	n page 3.	and the chart on acce	-	volar	er ident	ficatio	n num	ber	_	-1	
	If the account is in more than one name, see the instructions for line 1 ϵ lines on whose number to enter.	and the chart on page	4101	-		П		T			
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	r penaltics of perjury, I certify that:						-				
1 Th	e number shown on this form is my correct taxpayer identification numb	er (or I am waiting for	a number t	o be	issued	to me); and				
	m not subject to backup withholding because: (a) I am exempt from bac							ernal	Rev	enue	
2. la	rn not subject to backup withholding because: (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a failur	e to report all interest	or dividends	s. or	(c) the	RS ha	is not	fled t	ne t	hat I am	
กด	longer subject to backup withholding; and				• •						
	m a U.S. citizen or other U.S. person (defined below); and										
1 The	FATCA code(s) entered on this form (If any) Indicating that I am exemp	t from FATCA reportin	g is correct								
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Sectio	n references are to the internal Revenue Code unless otherwise noted.	 Form 1099-C (cancel 	ed debt)								
Future	e developments. Information about developments affecting Form W-9 (such glation enacted after we release it) is at www.irs.gov/fw9.	Form 1099-A (acquis	ition or abanc	lonm	ent of se	cured	proper	y)			
_		Use Form W-9 only I provide your correct TI		S. pe	erson (Ind	luding	a resid	lent a	llen),	to	
	oose of Form	If you do not return F		he re	quester	with a T	TIN, yo	u mig	ht be	subject	
An ind	ividual or entity (Form W-9 requester) who is required to file an information with the IRS must obtain your correct taxpayer identification number (TIN)	to backup withholding.	See What is	backı	up withh	olding?	on pa	ge 2.			
which	may be your social security number (SSN), individual taxpayer identification	By signing the filled-									
Identif	er (TIN), adoption taxpayer identification number (ATIN), or employer ication number (EIN), to report on an information return the amount paid to	 Certify that the TIN to be issued). 	l you are givi	ng is	correct (or you	are wa	iting 1	or a	number	
you, o	r other amount reportable on an information return. Examples of information	2. Certify that you are	e not sublect	to ba	ckup wi	thholdi	ng, or				
return	s include, but are not limited to, the following:	3. Claim exemption f	rom backup	withh	olding if	you are	a U.S	. exer	npt	oayee. If	
	n 1099-INT (interest earned or pald) n 1099-DIV (dividends, including those from stocks or mutual funds)	applicable, you are also	certifying th	at as	a U.S. p	erson,	your a	locat	le sr	are of	
• Form	1 1099-MISC (various types of Income, prizes, awards, or gross proceeds)	any partnership income withholding tax on fore	ign partners'	share	of effec	tively o	connec	ted in	com	e, and	
• Farn	1 1099-B (stock or mutual fund sales and certain other transactions by	4. Certify that FATCA	A code(s) ente	ered o	on this fo	rm (If a	any) inc	licatin	g tha	at you are	
broker	rs)	exempt from the FATC page 2 for further Inform		s con	rect. See	What.	is FAT	JA re	oortii	ng? on	
	1 1099-S (proceeds from real estate transactions)	Page E tot lottilet illight									
 Forn 	1 1099-K (morchant card and third party network transactions)										

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:	Lake County							
ADDRESS:	600 W Winchester Rd							
HOUSE	Libertyville, IL 60048							
CONTACT PERSON:	The state of the s							
TELEPHONE NUMBER:	Kevin Kerrigan							
**************************************	847-377-7498							
COMPANY NAME:	McHenry CHD							
ADDRESS:	16111 Nelson Rd							
· · · · · · · · · · · · · · · · · · ·	Woodstock, IL 60098							
CONTACT PERSON:	Ed Markison							
TELEPHONE NUMBER:	815-334-4973							
COMPANY NAME:	IL DOT District 1							
ADDRESS:	201 W Center Ct							
	Schaumburg, IL 60196							
CONTACT PERSON:	Michael LaBree							
TELEPHONE NUMBER:	847-705-4177							
COMPANY NAME:	Illinois Tollway							
ADDRESS:	P O Box 3094							
	Attn: Contract Admin.							
	Lisle, II. 60532							
CONTACT PERSON:	Marlene Nagel							
TELEPHONE NUMBER:	630-241-6800 ext 3980							
STATE THE NUMBER OF YEARS IN BUSINESS;	28 Incorporated 1/21/1988							

CONTRACT AGREEMENT

CONTRACT #16-075-BF BETWEEN [CONTRACTOR] AND THE COUNTY OF DU PAGE

Illinois a body c	orpora	MENT is entered into this day of, 2014, between the County of DuPage te and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafte JNTY), and (hereinafter referred to as the CONTRACTOR).	Г
located at		(hereinafter referred to as the CONTRACTOR).	
1.	€	the second secon	
6	, II	RECITALS	
	Trans	the COUNTY requires the goods and/or services specified in Bid #16-07. portation, located at the DuPage County Division of Transportation, 180 North County Farm 60187; and	
		e CONTRACTOR is the vendor selected pursuant to the bid process and is willing to s of the Bid and this Contract.	ָ כ
NOW, T agree that:	HERE	FORE, in consideration of the premises and mutual covenants contained herein, the partie	S
1.0	<u>CONT</u> 1.1	RACT DOCUMENTS This Contract includes all of the following component parts, all of which are full incorporated herein and made a part of the obligations undertaken by the parties:	y
х Б ў	+:	1.1.a Bid Invitation 1.1.b Project Information 1.1.c Instructions to Bidders 1.1.d General Conditions 1.1.e Special Conditions	
स [†] श्र		 1.1.f Bonding Requirements and Certificates 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing) 1.1.h Specifications (including any addenda, interpretations and approved exceptions) 	X,
n o		1.1.i Exhibits 1.1.j County Purchase Order	
	1,2	All documents are or will be on file in the office of the Procurement Services Division DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.	1,
*	1.3	In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".	l E
	<u>DURA'</u> 2.1	TION OF THIS CONTRACT Unless terminated as provided in the Bid Invitation, the term of this Contract shall be year period beginning on, 2016 and continuing throug, 2017.	
	2.2 2.3	The Contract term is subject to renewal according to the Bid Invitation Specifications. In no event shall the term plus renewals exceed four (4) years.	
	BID PF 3.1	RICES AND PAYMENT The Contractor shall provide the required goods and or services described in the Bi	d
6	3.2	Specifications for the prices quoted on the Bid Form. The County shall make payment pursuant to the Illinois Local Government Promp Payment Act, except that no payment shall be approved where the Contractor has failed)t

to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

4.0 AMENDMENTS

4.1 This Contract may be amended by mutual agreement.

4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

5.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

5.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6.0 SEVERABILITY CLAUSE

If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

7.0 GOVERNING LAW

7.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

8.0 ENTIRE AGREEMENT

- 8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE, ILLINOIS	[CONTRACTOR]
By:	By:AUTHORIZED SIGNATURE
	TITLE



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

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: #

#16-075-BF

OPENING DATE:

APRIL 20, 2016

OPENING TIME:

2:30 P.M.

DESCRIPTION:

FURNISH & DELIVER BULK ROCK SALT FOR DUPAGE

COUNTY

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

PRODUCER Aon Risk Services Northeast, Inc.	CONTACT NAME: PHOME (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:					
New York NY Office						
199 Water Street New York NY 10038-3551 USA						
a?	Insurer(s) Affording Coverage	NAIC#				
(SURED	INSURER A: ACE American Insurance Company	22667				
Compass Minerals America Inc. and Subsidiaries	INSURER B: National Union Fire Ins Co of Pittsburgh					
9900 W. 109th Street	INSURER C:					
Suite 600 Overland Park KS 66210 USA	INSURER D:	J.C. US				
STOP FORM FOR ICS QUEEN SUR	INSURER E:					
	INSURER F:					

CERTIFICATE NUMBER: 570061801187 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		CONTROL CONTRO						Litting 311	own are as requested			
INSR	_	TYPE OF INSURANCE	DEN	SUBR	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)					
Α	Х	COMMERCIAL GENERAL LIABILITY			XSLG27400486		11/28/2016	- toll opposition	\$2,000,000			
		CLAIMS-MADE X OCCUR			SIR applies per policy ter	ns & conon	tions,	DAMAGE TO RENTED PREMISES (Es occurrence)	\$100,000			
								MED EXP (Any one person)	Excluded			
								PERSONAL & ADV INJURY	\$2,000,000			
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000			
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000			
A	AUT	OMOBILE LIABILITY	_		CAL H08860749	11/28/2015	11/28/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	x	ANY AUTO			ANY AUTO						BODILY (NJURY (Per person)	
	_	OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY				BODILY INJURY (Per accident)						
							PROPERTY DAMAGE (Per accident)					
							1	Comprehensive Deduct	\$2,500			
В	х	UMBRELLA LIAB X OCCUR			8E84160111	11/28/2015	11/28/2016	EACH OCCURRENCE	\$2,000,000			
	П	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$2,000,000			
		DED X RETENTION \$10,000						***************************************				
A		RKERS COMPENSATION AND PLOYERS' LIABILITY			WLRC48592521 SCFC48592533		11/28/2016					
^	ANY	PROPRIETOR / PARTNER / EXECUTIVE	N/A SCFC48.		SCFC48392333	11/28/2013	11/28/2016	E.L. EACH ACCIDENT	\$1,000,000			
	(Ma	ndatory in NH)			9		1	E.L. DISEASE-EA EMPLOYEE	\$1,000,000			
	DES	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000			
									1 7 to 8 a			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract No. 16-075-BF, Furnish and Deliver Bulk Road Salt the the Durage County Division of Transportation. County of DUPage is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Walver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

DuPage County Procurement Services Div. Attn: Bruce Flowers, Buyer 421 North County Farm Road Wheaton IL 60187-3978 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED DEPRESENTATIVE

Son Risk Services Northeast, Inc

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AGENCY CUSTOMER ID: 570000003578

MIKIK ID:	 - •	 	
LOC#:			

AC	CORD	ADDI	ΓIO	NAL	REMA	AR!	KS SCI	IEDULE	i I	Page _ of
AGENO AOI1	er Risk Services North					NAME	DINSURED	als America I		
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CARRI	Certificate Number:	57006180	1187	- 3	NAIC CODE					
see	Certificate Number:	57006180	1.187			EFFEC	TIVE DATE:			
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FOR	ADDITIONAL REMARKS M NUMBER: ACORD 25	FORM IS A	SCHE E: Ce	DULE TO	ACORD FO	RM, rance			,,	
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ADD	OITIONAL POLICIES	If a polic	y belo	w does no	t include lim	it info	rmation, refer	to the correspon	ding policy on	the ACORD
INSR LTR	TYPE OF INSURANCE	certificate form for policy limits. TYPE OF INSURANCE ADDL SUBR WYD POLICY NUMBER WYD POLICY NUMBER			POLICY EFFECTIVE DATE (MM/DD/YYYY		FOLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
	AUTOMOBILE LIABILITY						(MIMINDDIA X A X	(INTERPOLITY YYY)		İ
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	1	- V			NAME OF THE OWNER, THE					
	li .							-		



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of FEBRUARY A.D. 2016.

Authentication #: 1606002358 verifiable until 02/29/2017
Authenticate at: http://www.cyberdrivelllinols.com

Desse White

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT

COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT

COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY"

TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE

TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

AUTHENTY CATION: 1573508

DATE: 07-28-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware Secretary of State Division of Corporations Delivered 04:01 PM 07/28/2014 FILED 04:01 PM 07/28/2014 SRV 141004732 - 2149843 FILE

STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "FIRST" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

- 2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- 3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
 - 4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28 day of July, 2014.

Rodney L. Underdown Chief Financial Officer and Secretary

Product Data Sheet



9900 West 109th Street - Suite 100 Overland Park, Kansas 66210 Phone 800-755-7258 Fax 800-359-7258

DE-ICING ROCK SALT

PRODUCTION LOCATION

Goderich, Ontario

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

Tyler Mesh	USS Mesh	Open. (mm)	Pass	Range 5	R≥t. %	Range %
0.500	0.500	12.7	999	99 - 100	0.1	0-1
0.371	3/\$	9.3	94.5	88 - 100	5.3	0-11
4	4	4.75	68.9	49 - 89	25.7	11-41
δ	. 8	2.36	39.0	17-61	29.9	23 - 37
14	16	1.13	19.9	5-35	19.2	10 - 28
		0.630	10.5	1 - 20	9.3	3-15
29	30	9.60	9,3	3 · 16	1.2	0-7
Pan	Pan			34	9.3	3-16

Average Particle Size 3.24 millimeters (6.53 mesh)

ADMIXTURE

Yellow prussiate of soda (YPS) added - If requested by customer

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(52)	97.52	95.6 - 99.5
Calcium Sulphate	Caso ₄	(48)	1.67	0.12 - 3.22
Magnesium Chloride	MgCl ₃	(%)	0.03	0.01 0.04
Moisture	1	(52)	6,07	0.00 - 0.20
Water Insolubles		(32)	0.77	0.11 - 1. 4 ↓
Calcium	Ca	ppm	4908	351 - 9464
Magnesium	Mg	ppm	67	35 - 99
Sulphate	SO.	ррш	11785	811 - 22727

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632 and E524. All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk	0.50	6615

PHYSICAL PROPERTIES
Bulk Density 1220 kg/m³ (76 lbs/ft³)

Product Daita Sheet



9900 West 109th Street - Suite 100 Overland Park, Kansas 66210 Phone 800-755-7258 Fax 800-359-7258

DE-ICING SALT

PRODUCTION LOCATION

Cote Blanche, Louisiana

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS Retained and Cumulative (99.7% Confidence)

				The state of the s		
U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret -	Range S2	Critic	Range
3,4		0.742	0.0	1 – 0	100,0	99-100
1/2		0.590	0.3	0-2	99.7	98-100
3/8	0.375	0.375	5.2	0 - 13	94.5	85 100
t	4	0.1870	32.2	163	62.3	26 - 99
8	8	0,0937	33.9	19-49	28.4	0-65
16	14	0.0464	16.9	0 35	11.6	0-32
30	28	0.0234	6.6	0 - 19	4.9	0-13
Pan	Pan		4.9	0 ~ 15		

Average Particle Size 0.162 inches (5.11 mesh)

PHYSICAL PROPERTIES Bulk Density 72 lbs/cubic foot

Chemical Analysis (99.7% Confidence)	Y		Typical	Kange
Sodium Chloride	NaCl	(Sa)	98.53	97.59 - 99.47
Calcium Sulfate	CaSO.	(%e)	1.16	0.10 2.21
Calcium Chloride	CaCl ₂	(%)	6.07	0.00 + 0.41
Magnesium Chloride	MgCl	(42)	0.00	0.00 - 0.02
	1 2 3			್ ಉಪ್ತಾಣ
Moisture	H;O	(%)	0.05	0.00 - 0.13
Water Insolubles		(52)	0.15	0.00 0.85

<u>METHOD OF ANALYSIS</u>

American Society for Testing and Materials Procedures D632-94 and E524-91. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk	5	7608

ADMIXTURE

Yellow Prussiate of Soda (YPS) added - If requested by customer



SAFETY DATA SHEET

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1. Product and Company Identification

Product identifier

Salt

Other means of identification

Sodium Chloride

Sifto Safe Step Standard Salt

Sifto Ice Salt

Sifto Sodium Chloride

Sifto Safe Step EnviroGuard

QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue

Safe Step 3300 Aspen

Aspen Blue Safe Step 4300 D

Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue

EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend

Safe Step Pro Series 960 Choice Formula

Safe Step Sure Paws Sifto Safe Step Sure Paws

American Stockman Animal Nutrition Products

Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products

Recommended use

De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition. None known.

Recommended restrictions

Manufacturer

Compass Minerals International 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US

Phone 913-344-9200

Emergency US CHEMTREC 1-800-424-9300 Emergency Canada CANUTEC 1-800-996-6666

CHEMTREC CANUTEC 1-800-424-9300 1-800-996-6666

2. Hazards Identification

Physical hazards

Not classified.

Health hazards

Not classified.

Environmental hazards

Not classified.

OSHA defined hazards

Not classified.

Label elements

Hazard symbol

None.

Signal word

None.

Hazard statement

The product and/or mixture does not meet the criteria for classification.

Precautionary statement

Prevention

Observe good industrial hygiene practices.

Response

Wash hands after handling.

Storage

Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

Disposal

Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC)

None known.

Supplemental information

Not applicable,

Secretary when the contract of the secretary of the secre	
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The state of the s	3. Composition/information on Ingredients
Salt and/or Salt Mixtures	
Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SD have various proportions of components which do not meet the listing criteria.
TOPIC CONTRACTOR CONTRACTOR	4. First Ald Measures
Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important	Direct contact with eyes may cause temporary irritation.
symptoms/effects, acute and	
delayed	· · · · · · · · · · · · · · · · · · ·
Indication of immediate	Treat symptomatically.
medical attention and special treatment needed	
	*
	5. Fire Fighting Measures
Suitable extinguishing media	Sait and sait mixtures are non-combustible.
Unsuitable extinguishing nedia	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
łazardous combustion products	Chlorine. Hydrogen chloride. Oxides of sodium.
xplosion data	v ₁ - 72
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.
	6. Accidental Release Measures
ersonal precautions, rotective equipment and	Restrict area to facilitate clean up.
mergency procedures	
lethods and materials for ontainment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 1 of the SDS.
nvironmental precautions	Avoid direct release into waterways and sewers
alia.	
*************************************	7. Handling and Storage
recautions for safe handling	Use care in handling/storage. Avoid breathing dust.
onditions for safe storage, cluding any incompatibilities	Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
	8. Exposure Controls/Personal Protection
ccupational exposure limits	No exposure limits noted for ingredient(s).

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Appropriate engineering controls

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment

Eye/face protection

Safety glasses if eye contact is possible.

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Skin protection

Hand protection

If there is constant skin contact, rubber gloves are recommended.

ther

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective

9. Physical and Chemical Properties

Appearance Crystalline. Physical state Solid, Form Solid. Color Varies Odor Odorless Odor threshold Not applicable рΗ 6 - 8 (Neutral) Melting point/freezing point Not applicable

Initial boiling point and boiling range

Pour point Not applicable

Specific gravity

Partition coefficient

Not applicable
Not applicable

Not applicable

(n-octanol/water)
Flash point

Not applicable
Not applicable

Evaporation rate Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower

Not applicable

(%)

Flammability limit - upper

Not applicable

(%)
Explosive limit - lower (%)

Not applicable

Explosive limit - upper (%)

Not applicable

Vapor pressure

Not applicable

Vapor density

Not applicable Not applicable

Relative density Solubility(ies)

Not available.

Auto-ignition temperature Decomposition temperature

Not applicable Not applicable

Viscosity

Not applicable

Reactivity

None known.

10. Stability and Reactivity

Possibility of hazardous

reactions

No dangerous reaction known under conditions of normal use.

Chemical stability

Material is stable under normal conditions.

Conditions to avoid

Contact with incompatible materials, i.e strong oxidizing agents.

Incompatible materials

Hazardous decomposition

Strong oxidizing agents.

products

Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion

Expected to be a low ingestion hazard.

Inhalation

No adverse effects due to inhalation are expected.

Skin contact

No adverse effects due to skin contact are expected.

Eye contact

Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity

Not classified.

Skin corrosion/irritation

Prolonged skin contact may cause temporary irritation.

Exposure minutes Erythema value

Not available Not available.

Oedema value

Not available.

Serious eye damage/eye irritation

Direct contact with eyes may cause temporary irritation.

Corneal opacity value

Iris lesion value

Not available.

Conjunctival reddening

Not available.

value

Not available.

Conjunctival oedema value

Not available.

Recover days

Not available.

Respiratory or skin sensitization

Respiratory sensitization

Not available.

Skin sensitization

This product is not expected to cause skin sensitization.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are

mutagenic or genotoxic.

Mutagenicity

No data available to indicate product or any components present at greater than 0.1% are

mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Teratogenicity

Not classified.

Specific target organ toxicity -

single exposure

Not classified.

Specific target organ toxicity -

repeated exposure

Not classified.

Aspiration hazard

Not classified.

Chronic effects

Not classified.

Further information

This product has no known adverse effect on human health.

Name of Toxicologically Synergistic Products

Not available.

12. Ecological Information

Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability

No data is available on the degradability of this product.

Bioaccumulative potential Mobility in soil

No data available. No data available.

#20427

Page: 4 of 6

Issue date 29-August-2014

Mobility in general

Not available.

Manager of the state of the sta

Other adverse effects

No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

- ap agent names and pricing a re-

13. Disposal Considerations

Disposal instructions

Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.

Local disposal regulations
Hazardous waste code

Dispose in accordance with all applicable regulations.

The waste code should be assigned in discussion between the user, the producer and the waste

disposal company.

Waste from residues / unused

products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see:

Disposal instructions).

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)

Not regulated as dangerous goods.

Transportation of Dangerous Goods (TDG - Canada)

Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations

This product has been classified in accordance with the hazard criteria of the Controlled Products

Regulations and the SDS contains all the information required by the Controlled Products

Regulations

WHMIS status

Not Controlled

US federal regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely

No

hazardous substance SARA 311/312 Hazardous

No

chemical

SARA 313 (TRI reporting) Not regulated.

Other federal regulations

Safe Drinking Water Act

Not regulated.

(SDWA) .

Food and Drug Administration (FDA) Not regulated.

US state regulations

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

Country(s) or region

inventory name

On inventory (yes/no)*

Canada

Domestic Substances List (DSL)

Canada

Non-Domestic Substances List (NDSL)

No

United States & Puerto Rico

Toxic Substances Control Act (TSCA) Inventory

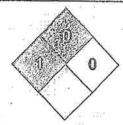
Yes

*A "Yes" indicates that all components of this product comply with the Inventory requirements administered by the governing country(s)

16. Other Information

LEGEND)
Severe	4
Serious	3
Moderate	2
Slight	1
Minima!	. 0

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Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

29-August-2014

Effective date

01-August-2014

Expiry date

01-August-2017

Further information

Not available.

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Prepared by Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of

Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
COMPASS MINERALS AMERICA INC.
9900 W. 109th Street
Overland Park, KS 66210

SURETY:

(Name, legal status and principal place of business)
RLI INSUBANCE COMPANY

RLI INSURANCE COMPANY 9025 North Lindbergh Drive Peoria, IL 61615

OWNER:

(Name, legal status and address)
DUPAGE COUNTY TREASURER

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

BOND AMOUNT: Five percent of amount bid. (5% of Amount Bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any) Supplying De-Icing Rock Salt

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be mull and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of April, 2016

COMPASS MINERALS AMERICA INC.

(Pringipal)

(Title)

RLI INSURANCE COMPANY

(Witness)

Mary Lynn Padilla

Mary Lynn Padilla

(Title)

Evangelina Dominick, Attorney in Fact



RLI Surety 9025 N. Lindbergh Dr. | Peoria, IL 61615 Phone: (800)645-2402 | Fax: (309)689-2036 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint: Robert McDonough, Glenn Pelletiere, Thomas Rhatigan, Debra A. Deming, Cynthia Farrell, Vivian Carti, Sandra Diaz, Evangelina Dominick, Annette Leuschner, Valorie Spates, Jessica Iannotta, Kelly OMalley, Edward J. Reilly, jointly or severally New York , State of its true and lawful Agent and Attorney in Fact, with full New York power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00). The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company. The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit: "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile." IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its ______ Vice President ____ with its corporate seal affixed this ____28th__day of __August . **RLI Insurance Company** Vice President State of Illinois County of Peoria CERTIFICATE 2015 , before me, a Notary Public, August I, the undersigned officer of RLI Insurance Company, a stock personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and officer of the RLI Insurance Company and acknowledged said instrument to furthermore, that the Resolution of the Company as set forth in the be the voluntary act and deed of said corporation. Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 12 day of Cepril Jacqueline M. Bockler **RLI Insurance Company** Notary Public "Official Seal" JACQUELINE M. BOCKLER

COMMISSION EXPIRES 01/14/18



RLI Insurance Company P.O. Box 3967 Pebris IL 61612-3967 Phone: 309-692-1000 Fax: 309-683-1610

Sworn to before me this 3rd day of March, 2015.

Notarial Seal

Affixed

"OFFICIAL SEAL"

NOTATE JACQUELINE M. BOCKLER

FATATOR JACQUELINE M. BOCKLER

RELIANDED COMMISSION EXPIRES DI/M/18

RLI Insurance Company

December 31, 2014

Admitted Assets	109	Harrier (A)	
Admitted Assets		Liabiitties and Surplus	
		Liabilities:	
Fixed maturities	578,763,554	Reserve for unpaid losses and loss	
Equity securities	917,648,978	adjustroont expenses	\$ 458,619,89
Short-term invasiments	10,259,714	Unearned premiums	215,181,32
Real estate	22,187,806	Accrued expenses	80,283,64
Properties hold to produce income	Đ	Funds held	764,08
Cash on hand and on deposit,	19,874,128	Advance premiums,	5,609,43
Other invested assets	10,686,345	Amounts withheld	59,014,70
Receivables for securities	764,088	Dividends declared and unpaid	13,59
genls' balances,	103,623,266	Ceded reinsurance premium payable	27,664,36
nvestment income due and accrued	5,788,863	Payable for securilles	5,272,49
unds held	4,000	Slatutory poneities	1,016,79
Reinsurance recoverable on paid losses	10,302,704	Current federal & foreign income taxes	612,97
ederal income taxes receivable	0	Federal income tax payable	15,764,54
let defened tax asset, , , , , , , , , , , , , , , , , , ,	a	Borrowed money and accrued Interest	1,28
Suarantee funds raccivable or on deposit	88,398	Drafts culstanding.	1,20
lectronic data processing equipment,		Payable to affiliate	4,983,68
net of depreciation	1,179,933	Other liabilities	2,882,25
Receivable from affiliates	21,465,894	and position and the second second	2,002,20
Other admitted assets	4,544,437	Total Liabilities	\$ 957.005.00
	17,044,401	Total Eighthees	\$ 857,685,06
otal Admitted Assets	1,706,981,908	Susplus:	
<u> </u>		Common slock	\$ 10,000,37
		Additional paid-in capital	242,451,08
9		Unessigned surplus	596,845,38
tate of Illinois			
<u>}</u>		Total Surplus	\$ 849,296,840
County of Peoria			0.000
		Total Liabilities and Surplus	\$ 1,706,981,908
he undersigned, being duly sworp, says. Th	at he is the P	resident of RLI Insurance Company; that said	
ornoration duly organized in the State of Illino	is and license	ed and engaged in business in the State of	Company is a
ord has de	ili aamallad ii	with all the terminal and the first terminal and the state of	
and has de	лу соптрлед м	vith all the requirements of the laws of said State	applicable o
aid Company and is duly qualified to act as Si	ır e ty under su	ch laws; that said Company has also complied w	ith and is duly
ualified to act as Surety under the Act of Co	ingress appro	ved July 1947, 6U.S.C sec. 6-13; and that to to	he best of his
nowledge and belief the above statement is	a full, true.	and correct statement of the financial condition	in of the coin
		The transfer of the financial objiction	01 DJ 8110 SG/
ompany on the 31st day of December 2014	9		
ompany on the 31st day of December 2014.	4		
ompany on the 31st day of December 2014.	9		
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ompany on the 31st day of December 2014.		Michael Stone	
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ompany on the 31st day of December 2014. ttest:		Michael J. Stone	Preside

Notary Public, State of Illinois

Assistant Secretary

Jacqueline M. Bockler

- 200

Cynthia S. Dohm

CITY OF WEST CHICAGO

INFRASTRUCTURE CO AGENDA ITEM SUN	
Resolution No. 16-R-0038 – Design and Construction Oversight Services – Hitchcock Design Group – Reed- Keppler Park Outdoor Music and Arts Venue	AGENDA ITEM NUMBER: FILE NUMBER: COMMITTEE AGENDA DATE: July 7, 2016 COUNCIL AGENDA DATE: July 18, 2016
STAFF REVIEW:	SIGNATURE
APPROVED BY CITY ADMINISTRATOR:	SIGNATURE
ITEM SUMMARY:	
In 2010, City staff was given direction to work with the Woutdoor music and arts venue in Reed-Keppler Park, an ice Some of the Infrastructure Committee members design commatter fell by the wayside. However, the City Council has rethis project. At its May meeting, the Committee viewed the Design Group, and staff indicated it would return to the Codesign the project and oversee its construction. The Hitchesto do the work for \$45,500. The complete scope of work is in the Hey and Associates has been retained to undertake work	dea originated by Mayor Kwasman. Early on, incept was different than the Mayor's, and the epeatedly included \$400,000 in the Budget for the concept report prepared by the Hitchcock committee to seek approval of a company to cock Design Group has submitted a proposal included in the packet.
venue would be located within the 100' wetland buffer, so mitigate that impact. Soil boring tests and a topographic There is a very large contingency built into the estimated pronce: (1) a contract is negotiated for the structure itself (so as much of it pre-fabricated rather than welded on site) an known.	coordination with the County is necessary to survey have also already been completed. oject cost at this point, which will be narrowed le source due to design and also trying to get
The goal is to have this Project complete in time for program	nming to be done in spring 2017,
ACTIONS PROPOSED:	
Staff recommends approval of Resolution No. 16-R-0038.	
COMMITTEE RECOMMENDATION:	

RESOLUTION NO. 16-R-0038

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AGREEMENT WITH HITCHCOCK DESIGN GROUP FOR DESIGN AND CONSTRUCTION OVERSIGHT SERVICES RELATED TO THE REED-KEPPLER PARK OUTDOOR MUSIC AND ARTS VENUE

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Design and Construction Oversight Services related to the Reed-Keppler Park Outdoor Music and Arts Venue, between the City of West Chicago and Hitchcock Design Group, for an amount not to exceed \$45,500.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPR	OVED this 18 th day of July, 2016.
AYES:	
NAYES:	;
ABSTAIN:	v.
ABSENT:	s
ATTEST:	Mayor Ruben Pineda
City Clerk Na	ncy M. Smith



June 15, 2016

Michael Guttman City Manager City of West Chicago 475 Main Street West Chicago, Illinois 60185

RE: Reed-Keppler, Outdoor Music and Arts Venue
Final Design, Engineering, Permitting, Bidding and Construction Administration

Dear Michael,

Thank you for asking Hitchcock Design Group to submit this proposal for the Reed-Keppler Outdoor Music and Arts Venue project. We appreciate the opportunity to continue our work on this important community project with the City of West Chicago (CWC), and in coordination with the West Chicago Park District (WCPD)!

AND LETT UND ENSTANDING

Now that the Schematic Design is complete, CWC and WCPD wish to advance the final design, engineering, permitting and implementation of the Outdoor Music and Arts Venue. The collective desire is to permit and construct the venue in 2016.

This aggressive schedule is possible, but it will require strategic management of DuPage County wetland and stormwater permitting. To that end, the overall disturbed footprint will need to remain under 2,500 square feet and consensus built with DuPage County regarding the venue location in relation to the wetland, including buffer mitigation.

We understand that the budget for the project is \$400,000. However, the Schematic Design cost opinion is currently at \$506,028. We will initiate cost-reducing strategies during Design Development and seek to get closer to the original budget, if possible. If acceptable, we will work with a preferred fabricator on the structure, to maintain the desired design intent.

221 W. Jefferson Avenue Naperville, Illinois 60540 630.961.1787

hitchcockdesigngroup.com

We have already completed a topographic survey, geotechnical investigation and wetland delineation. We will add electrical and structural engineering to the team. For now, we have assumed that civil engineering and additional wetland permitting services will not be needed and that the venue will not require additional stormwater detention or extensive wetland permitting or mitigation. This will be fully determined during coordination with DuPage County.

SIGNE OF SERVICES

We will begin by hosting a meeting with DuPage County staff, City staff and WCPD to review site conditions and determine the County's jurisdiction over the delineated wetland and to discuss the permitting context.

Once the "wetland or no wetland" Issue is understood, we will use the approved Schematic Design and begin the Design Development Phase of our work, meeting with WCPD and the City periodically for input and review of the progress documents, budget and submittals from manufacturers' representatives.

Following the completion of Design Development, we will advance the Construction Documentation Phase to prepare documents that are suitable for permitting, bidding and construction. We will submit our drawings to the City for their review and comment, make revisions as necessary to achieve approval and assist you during bidding. And then, following the construction contract award to a general contractor, we will administer the construction process.

Please see the Scope of Services for our step-by-step approach.

Planning Landscape Architecture



June 15, 2016 City of West Chicago, Reed-Keppler Outdoor Music and Arts Venue Page 2

PACKES, FORGE FLES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Final Design and Engineering Services:

Design Development,

Construction Documentation,

Permitting,

Bidding and Negotiation:

\$31,800

Construction Phase Services:

\$13,700 \$45,500

Reimbursable expenses (printing & mileage) will be invoiced in addition to the professional service fees. We recommend setting aside \$500 for these expenses.

PROJECTIEAM

I will manage our work with the assistance of our Recreation Studio, including Eric Hornig, Bridgett Safferman and others as needed in order to advance the work in a timely way.

We will add Nova Engineering to our team, who will be responsible for the electrical engineering associated with providing service and a secondary panel, from Turtle Splash, and designing and engineering the venue's electrical and lighting.

We will add McCluskey Engineering to our team, who will be responsible for any necessary structural engineering associated with the structure footings and retaining wall.

If additional environmental (wetland) services or civil engineering services are needed, related to the still unknown wetland permitting process, we will seek pricing from Hey & Associates for these respective services specifically required by DuPage County for your approval, and then manage their work.

If you find this proposal acceptable, we will forward our standard contract for your review and signature. We can begin work upon your authorization and anticipate completing documents suitable for City permit-review within 6-10 weeks.

Thank you again for the opportunity to work with you and the City of West Chicago. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

Hitchcock Design Group

Bill Inman

Principal | Senior Vice President

cc:

Eric Hornig, Bridgett Safferman, Hitchcock Design Group

Gary Major, West Chicago Park District

Enclosures: Scope of Services



March 25, 2016 West Chicago Park District

Scope of Services

Pioneer Park, 2016 Improvements

A. Program and Analysis Phase

Objective: The objective is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder interests and produce new maps and a program summary that will be the basis for further design.

- 1. [Meeting #1: Staff, City and County] Meet with you, DuPage County, and the City of West Chicago to discuss Permit Requirements.
- 2. Coordinate the results of the **Geotechnical Report** to the structure manufacturer to inform them of soil bearing capacity for footing design.
- 3. Assimilate the Topographic Survey and prepare Base Maps on which to conduct our final design and engineering work.

Deliverables: Geotechnical Report, Topographic Survey, Base Map

B. Design Development Phase

Objective: The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

Process: Following your approval of the Schematic Design Phase and/or the Master Plan Phase, the Hitchcock Design Group team will:

- 1. Finalize the Design including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Music venue structure
 - b. Stage
 - c. Stairs, ramps and walk connections
 - d. Retaining wall

 - e. Structure footings f. Lighting and electrical
 - g. Railings (if needed)
 - h. Drainage
 - i. Landscape restoration
- 2. Prepare Preliminary Engineering recommendations including:
 - a. Electrical Engineering
 - b. Structural Engineering
- 3. Prepare the Design Development Documents including:
 - a. Existing conditions information
 - b. Plan view drawings
 - c. Descriptive supplemental drawings
 - d. Manufacturers product data / shop drawings
- 4. Prepare a summary of estimated quantities and Update the Construction Cost Opinion.





March 25, 2016 West Chicago Park District Page 2

- [Meetings #2 and #3: Staff] Review the Design Development Documents with you at the 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.
- Review the Design Development Documents with the City of West Chicago following your approval of the Design Development Documents.

Deliverables: Design Development Documents, Construction Cost Opinion, Meeting Summaries

B. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, the Hitchcock Design Group team will:

- Finalize the Graphic Documentation that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - i. Cover sheet, notes and legend
 - ii. Existing conditions plans
 - iii. Site preparation plans
 - iv. Grading, drainage and erosion control plans
 - v. Storm Water Pollution Prevention plans (if required, to be prepared by Strand)
 - vi. Layout and materials plans
 - vii. Landscape plans (restoration only)
 - viii. Site construction details
- Finalize the Written Documentation that will be used to bid and construct the improvements including:
 - i. General and Supplementary Conditions
 - ii. Technical specifications
- 3. Prepare a summary of estimated quantities and Update the Construction Cost Opinion.
- [Meetings #4: Staff] Review the Construction Documents with you at 95% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.
- 5. Perform internal Quality Management Review of the Construction Documents.

Deliverables: Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summaries

C. Permitting Phase

Objective: The objective is to obtain the required permits.

Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will:

- 1. Prepare and assemble Permit Documents including:
 - a. Site Development/Building Permit with the City of West Chicago
 - b. DuPage County wetland or stormwater permit is not included
- 2. Submit Permit Documents as required to the respective regulatory agencies.





March 25, 2016 West Chicago Park District

> 3. Make One (1) Set of Authorized Revisions to the appropriate Permit Documents and resubmit to the respective regulatory agencies.

Deliverables: Permit Documents, Revisions

D. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will:

- 1. Place Bidding Documents in Online Digital Plan Room for bidding distribution and Management.
- 2. Answer Questions and Issue Written Addenda, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
- 3. [Meeting #5: Staff / Prospective Bidders] Attend the bid opening and record the results.
- 4. Prepare a Bid Tabulation spreadsheet.
- 5. **Perform Reference Checks** for the apparent low bidder's references.
- 6. Issue a Bid Results Summary Letter.

Deliverables: Bidding Documents, Legal Notice, Addenda, Bid Tabulation, Results Summary Letter, Meeting Summaries

LONSTRUCTION PRASE SERVICES

A. Construction Administration

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

- 1. Help you prepare an **Owner / Contractor Agreement**.
- 2. [Construction Meeting #1: Staff / Contractor] Conduct a Pre-Construction Meeting with you and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules
 - c. Contractor submittalsd. Responsibilities

 - e. Communications
 - f. Payment procedures
- 3. Issue Interpretations or Clarifications of the Contract Documents when requested by: you or the Contractor.
- 4. Prepare recommendations for construction Change Orders, as requested by:
 - a. You, because of a change that you wish to make to the scope of the Contractor's work





March 25, 2016 West Chicago Park District Page 4

- The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
- Review Submittals and Shop Drawings, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
- Prepare written Payment Recommendations upon review of Contractor's monthly payout applications.

Deliverables: Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, Payment Recommendations

A. Construction Observation

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, we will:

- [Construction Meetings #2 #5: Staff / Contractor] participate in Site Meetings
 approximately every one-two weeks (4 meetings budgeted) with you and the contractor to
 become familiarized with the progress and quality of the Contractor's work and to determine
 if the work is proceeding in general conformance with the Contract Documents,
- 2. Prepare Field Reports of the progress meetings at the site with you and the Contractor.

Deliverables: Field Reports

B. Contract Close-out

Objective: The objective is to help the client close out its construction contract with the Contractor.

Process: After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

- [Construction Meeting #6: Staff / Contractor] Participate in one (1) site visit to conduct a
 walk through and prepare a Punch List upon substantial completion of the construction of
 the work documented by us,
- Review Contract Close-out Submittals required as provided by the Contractor, such as but not limited to:
 - a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Labor and material lien waivers
 - d. Payment applications
- [Construction Meeting #7: Staff / Contractor] Participate in one (1) site visit to conduct a
 walk through to verify completion of a punch list items and Establish Final Acceptance.
- 4. **Prepare Final Payment Recommendations** regarding the Contractor's request for acceptance of substantially and finally completed work.

Deliverables: Punch List, Closeout Submittal Review, Final Payment Recommendation





March 25, 2016 West Chicago Park District Page 5

We will manage the performance of our own work throughout th

We will manage the performance of our own work throughout the term of the contract by providing the following services:

A. Communications

- 1. Collect and disseminate communications from other parties
- 2. Periodically inform your representative about our progress

B. Schedules

- 1. Create, periodically update and distribute the project schedule
- 2. Coordinate the activities of our staff and our consultants

C. Staffing

- 1. Select and assign staff members and your consultants to appropriate tasks and services
- 2. Prepare and administer consultant agreements

D. File Maintenance

AUTHORIZATION

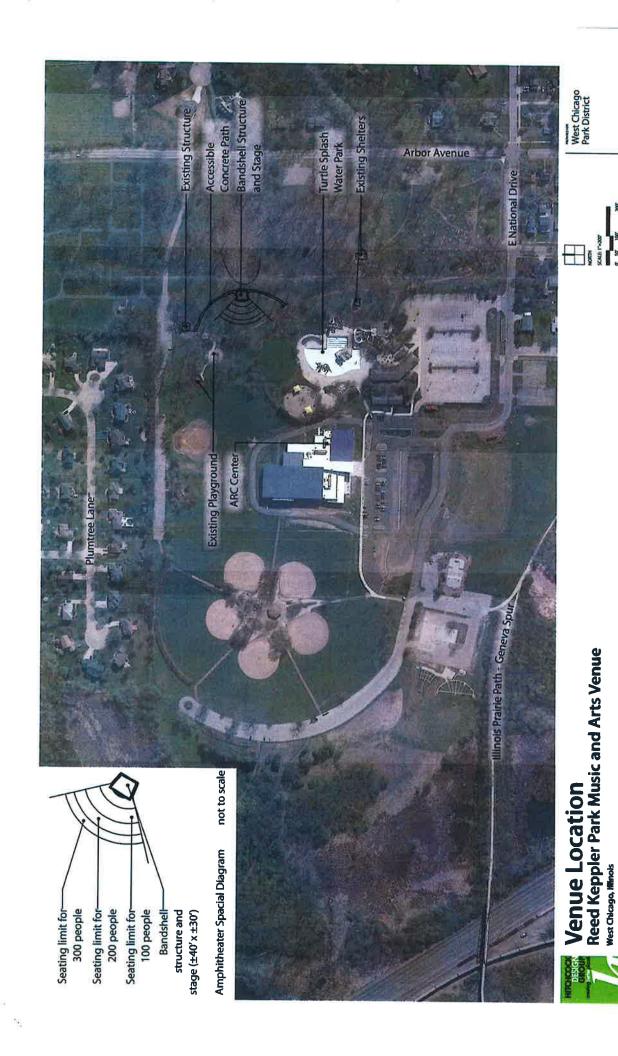
- 1. Establish and maintain appropriate correspondence, financial, drawing and data files
- 2. Obtain appropriate insurance certificates from consultants
- 3. Maintain appropriate time and expense records

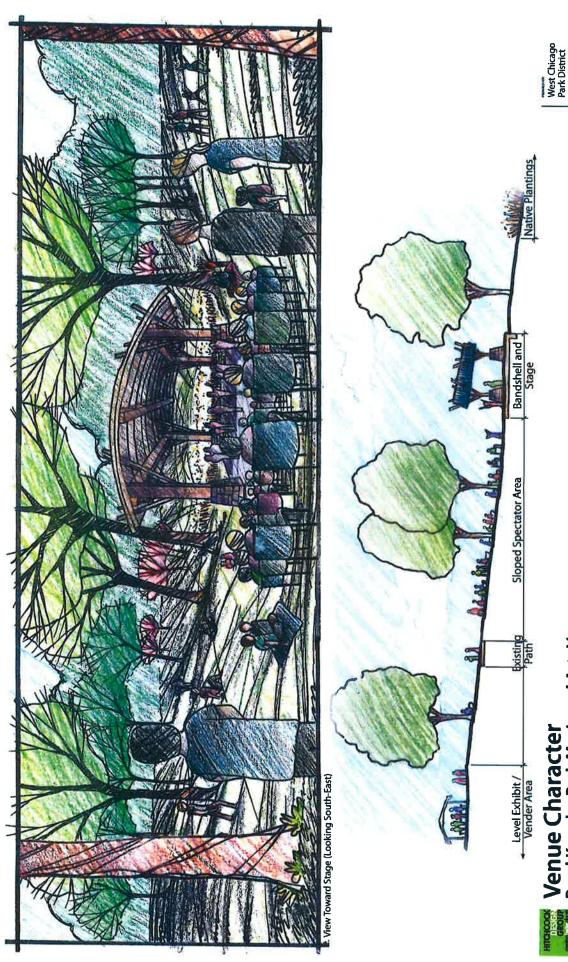
We may provide additional services, at your approval that are not included in the Basic Services, such as:

- 1. Revisions to previously-completed and approved phases of the Basic Services
- 2. The services of additional consultants not specified in the proposal documents
- 3. Meetings with you or presentations to other parties not specified in the Basic Services
- 4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
- 5. Detailed written summaries of our work or our recommendations
- 6. Services rendered after the time limitations set forth in this contract
- Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
- 8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
- Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
- Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.









Venue Character Reed Keppler Park Music and Arts Venue

Reed Keppler Park Music and Arts Venue

129 W. National Street West Chicago, Illinois 60185

April 29, 2016





Executive Summary

West Chicago's Outdoor Music and Arts Venue is a partnership between the City of West Chicago and the West Chicago Park District, and a community-driven, quality of life improvement proposed within the heart Reed Keppler Park. The project was conceived in response to the growing local need for a facility of this type, for local talent to contribute to the cultural-vibe of West Chicago, and to add a unique community setting to celebrate music, drama, food, family and the arts.

West Chicago leadership envisions many types of activities occurring here. Concerts, dance, drama, teaching, festivals, celebrations, services, holiday programs, seasonal shows, and public discussions have been included in a growing list of ideas.

The project make-up consists of a bandshell structure and stage, with connecting walks, set amongst the mature overstory of Reed Keppler Park's east-central woodland. The structure will include a forty by thirty foot stage area, wider in front, narrowing toward the back, covered by a curved barrel-roof, supported by "branch-like" columns, perfectly marrying architectural-style with park-character. Hints of limestone on the columns will complement other limestone features within the park. Electrical outlets and general stage lighting will also be incorporated.

Handicapped accessible routes to the stage will be provided from the existing parking area to the north and will connect to the park's existing trail system, making it easy to park and walk to an event carrying a lawn chair or blanket.

225 W. Jefferson Avenue Naperville, Illinois 60540 630.961.1787

hitchcockdesigngroup.com

The positioning of the stage area is strategically located near the bottom of an incline and facing west toward Turtle Splash, which creates a natural amphitheater with great spectator views and directs sound toward the center of the park, making the venue neighbor-friendly. Visitors will benefit from the shade of the existing trees and the pastoral feel of the surrounding park, while enjoying the backdrop of colorful prairie plantings behind the stage. Level areas away from the natural amphitheater will serve as nice locations for complementary tents, tables and gathering areas.

Hitchcock Design Group was retained by the agencies to prepare the master plan for this improvement to Reed Keppler Park. The graphics within this booklet support the ideas collected to date from the input provided. Further design, engineering, cost estimating, permitting and documentation will be needed to bid and construct the project. Construction will either occur fall of 2016 or spring of 2017, with the venue opening for initial programming shortly thereafter.

The cost of the project is currently estimated near \$500,000 total, including all anticipated soft-costs and a 20% design, bid and construction contingency. Permitting challenges potentially exist in two areas; one with the overall project size (over 2,500 square feet may invoke a more involved stormwater permitting process) and second, the depressional area near where the venue is located and whether or not this area is considered a jurisdictional wetland with a 50′ buffer. Both of these factors will be further vetted during latter phases of the project's design and engineering.

Regardless, West Chicago's Outdoor Music and Arts Venue is positioned well to serve the cultural needs of the community, and promises to expand the reasons to both live and play in West Chicago!



Construction Cost Opinion - 100% Schematic Design / Master Plan

Date:

April 29, 2016

Reed Keppler Park - Outdoor Music

RE:

and Arts Venue

	ion Costs	Estimated				
Section	Description	Quantity	Unit	Unit Cost	Extended Cost	Subtotal
	Contracting and General				n and	
0 & 1	Requirements					
	contracting requirements	1	LS	3.0%	\$9,939.00	
00700	general conditions			1.0%		
00800	supplementary conditions			1.0%		
	performance bond			1.0%		
	general requirements	1	LS	3.0%	\$9,939.00	
01140	work restrictions					
01230	alternates					
01250	contract modification procedures					
01270	unit prices					
01290	payment procedures					
01310	project management and					
01320	construction progress documentation					
01330	submittal procedures					
01400	quality requirements					
01420	references		_			
01500	temporary facilities and controls					
01600	product requirements					
01700	execution requirements					
01731	cutting and patching					
01770	closeout procedure					
	layout	1	LS	1.0%	\$3,313.00	

Contracting and General Requirements Subtotals: \$ 23,191

033000	Cast-in-Place Concrete			**				
	band shell footings	4	EA	\$	1,000	\$	4,000	
	concrete retaining wall (back side)	6	CY	\$	700	\$	4,200	
	N. C.				Se	ction	Subtotal:	\$ 8,200

042000	Unit Masonry						
	CMU core - columns	1,200	SFF	\$	30 \$	36,000	
					Section	Subtotal: \$	36,000
044300	Stone Masonry			-			
	stone veneer - columns	1,200	SFF	\$	35 \$	42,000	
	stone column caps	4	EA	\$	1,500 \$	6,000	
		•				Subtotal: \$	48,000
129300	Site Furnishings						
	trash receptacle	2	EA	\$	800 \$	1,600	
						Subtotal: \$	1,600
129300	Playfield Equipment and Structures						
	band shell (40'x30' Arch Glu-lam						
	w/metal roof, quad columns)	1	EA	\$	123,000 \$	123,000	
	band shell (installation)	1	LS		50% \$	61,500	104 500
					Section	Subtotal: [\$	184,500
265600	Exterior Lighting						
	electrical service to band shell	1	LS	\$	12,000 \$	12,000	
	band shell (roof - can lights)	1	LS	\$	5,000 \$	5,000	
					Section	Subtotal: \$	17,000
311000	Site Clearing						
	silt fence	300	LF	\$	3 \$	900	
	tree protection	300	LF	\$	4 \$	1,200	20112-1200
					Section	Subtotal: \$	2,100
312000	Earth Moving						
	on-site balanced earthwork	130	CY	\$	40 \$	5,200	
					Section	Subtotal: \$	5,200
321313	Concrete Paving and Curbs						
	concrete paving (stage) - roughly						
	40'x30' w/extended curved front	1,240	SF	\$	8 \$	9,920	
	concrete (ADA path)	2,160	SF	\$	8 \$	17,280	
							
					Section	Subtotal: \$	27,200
329200	Turf and Grasses					Subtotal: [\$	27,200
329200	seed	500	SY	\$	1.50 \$	750	27,200
329200	20 40 5 10 4 10 10 10 10 10 10 10 10 10 10 10 10 10	500 500	SY SY	\$	1.50 \$ 1.50 \$	750 750	
	seed erosion control blanket				1.50 \$ 1.50 \$	750	
329200 329200	erosion control blanket Plants	500	SY	\$	1.50 \$ 1.50 \$ Section	750 750 Subtotal: \$	
	seed erosion control blanket				1.50 \$ 1.50 \$ Section	750 750 Subtotal: \$	1,500
	erosion control blanket Plants	500	SY	\$	1.50 \$ 1.50 \$ Section	750 750 Subtotal: \$	1,500
	erosion control blanket Plants	500	SY EA	\$	1.50 \$ 1.50 \$ Section	750 750 Subtotal: \$ 3,000 Subtotal: \$	1,500 3,000 331,300

Other Project Costs						
design contingency (%)	1	LS	10%	\$ 35,449	.,	
bid contingency (%)	1	LS	5%	\$ 17,725		
construction contingency (%)	1	LS	5%	\$ 17,725	•	
construction testing services	1	LS	\$ 5,000	\$ 5,000		
				Subtotal:	\$	75,898
Design and Engineering			_			
program and analysis, schematic	1	LS	\$ 18,600	\$ 18,600		
soil boring	1	LS	\$ 2,500	\$ 2,500	•	
topographic survey pf project area	1	LS	\$ 6,000	\$ 6,000		
wetland delineation, jurisdictional						
determination	1	LS	\$ 6,000	\$ 6,000		
construction documentation,						
(including civil, electrical, and						
structural engineering), permitting,						
bidding and construction phase	1	LS	12%	\$ 42,539		
				Subtotal:	\$	75,639

PROJECT TOTAL: \$ 506,028

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY ITEM TITLE: Resolution No. 16-R-0039 - Contract Award – Cuevas Construction Co. – 2016 Wastewater Treatment Plant Roof Replacement Project COMMITTEE AGENDA DATE: July 7, 2016 COUNCIL AGENDA DATE: July 18, 2016 STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman SIGNATURE

ITEM SUMMARY:

For FY2016, within the Sewer Fund's Sewer Plant Equipment Replacement Program (05-34-45-4806), \$165,000.00 was budgeted to replace three roofs at the Wastewater Treatment Plant (i.e., Preliminary Treatment Building, Administration Building, and Employee Building). The 2016 Wastewater Treatment Plant Roof Replacement Project includes, but is not limited to, the removal of existing ballast roof and membrane and insulation, replacement with 60 mil white Thermoplastic Polyolefin (TPO) roofing over a minimum two inches (2") of insulation, parapet/metal canopy replacement, guard rail installation, downspout/overflow drain repair, and removal and replacement of exterior light fixtures, all in accordance with the plans, specifications and general notes as prepared by Matocha Associates, latest revisions dated May 27, 2016, and all in strict accordance with the specifications and other contract documents as prepared by the City of West Chicago, dated June 3, 2016.

With architectural services provided by Matocha Associates, plans and bid specifications were prepared and the 2016 Wastewater Treatment Plant Roof Replacement Project was advertised for bid in the Daily Herald on June 3, 2016 and bids were opened on June 21, 2016. Five (5) bids were received with Cuevas Construction Co. of Chicago, Illinois submitting the lowest bid at \$161,000.00. Solaris Roofing Solutions, Inc. of West Chicago, Illinois was the second lowest bidder at \$259,370.00. The Architect's Estimate of Construction Cost for the project was \$234,000.00 (see attached bid tab for additional clarification).

Matocha Associates performed reference checks on Cuevas Construction Co. (Cuevas) with favorable results. It was reported that Cuevas has performed satisfactory work for other governmental agencies, including the Flagg Creek Water Reclamation District and the Addison Waste Water Treatment Plant.

City staff did speak with William Cuevas, President of Cuevas Construction Co., about its bid proposal and willingness to proceed given the fact that his bid was substantially lower than other bids received. Mr. Cuevas acknowledged that they did inadvertently omit from their bid costs associated with replacing the prefinished galvanized sheet metal coping, fascia, and soffit on each building. However, Mr. Cuevas is prepared to honor its bid proposal and acknowledged that Cuevas will comply with all permit requirements.

Although this year's program was only budgeted at \$165,000.00 for said project, additional funds are available to cover the increases; which resulted in additional unexpected work identified necessary by our Architectural design consultant (i.e., canopy replacements, guardrail installation, downspout/overflow drain repair, etc.). Savings will be used from the Disk Filter Replacement Project which was awarded in April 2016 for \$1,006,000.00 under budget.

It is staff's recommendation that a contract be awarded to Cuevas Construction Company of Chicago, Illinois, for the 2016 Wastewater Treatment Plant Roof Replacement Project, in an amount not to exceed \$161,000.00.

RESOLUTION NO. 16-R-0039

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AGREEMENT WITH CUEVAS CONSTRUCTION CO. FOR SERVICES RELATED TO THE 2016 WASTEWATER TREATMENT PLANT ROOF REPLACEMENT PROJECT

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Services related to the 2016 Wastewater Treatment Plant Roof Replacement Project, between the City of West Chicago and Cuevas Construction Co., for an amount not to exceed \$161,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPR	OVED this 18 th day of .	July, 2016.	
AYES:			
NAYES:			
ABSTAIN:			
ABSENT:	-		
ATTEST:		Mayor Ruben Pineda	
City Clerk Na	ncy M. Smith		

City of West Chicago Tabulation of Bids	Name and Address	ddress	Cuevas Construction, Co.	ztion, Co.		Solaris Roofing Solutions Inc.		
2016 Wastewater Treatment Plant Roof Replacement Project	of Bidder	_	4143 W. Roscoe Street Chicago, IL 60641	e Street 30641	Difference Between Cost Estimate and Cuevas' Bid	31 W 023 North Avenue West Chicago, IL 60185		Difference Between Cost Estimate and Solaris' Bid
Date: June 21, 2016 10:00 A.M. Opened by: Robert E. Flatter Recorded by: Brent Lautenbach, CH2M	Approved Estimate of Cost	D. a	5% Bid Bond	puo		5% Bid Bond		
ITEMS	Lump Sum Cost	Total	Lump Sum Cost	Total		Lump Sum	T cto	
1 Employee Building	\$60,000.00	\$60,000.00	\$26,000.00	\$26,000.00	(\$34.000.00)	0	\$70.214.00	\$10 214 00
2 Preliminary Treatment Building	\$62,000.00	\$62,000.00	\$41,000.00	\$41,000.00	(\$21,000.00)		\$71.766.00	\$9.766.00
3 Administration Building	\$112,000.00	\$112,000.00	\$94,000.00	\$94,000.00	(\$18,000.00)		\$117.390.00	\$5,390,00
Total As Read				\$161,000.00			\$259 370 00	
Total As Corrected		\$234,000.00		\$161,000.00	(\$73,000.00)	\$22	\$259,370.00	\$25.370.00

City of West Chicago Tabulation of Bids 2016 Wastewater Treatment Plant Roof Replacement Project	Name and Ao of Bidder		Solaris Roofing So 31 W 023 North West Chicago,	h Avenue	621 W. Washing	Combined Roofing Services LLC 621 W. Washington Street West Chicago, IL 60185		eta America LLC ak Circle 60502	L. Marshall Roofing and Sheet Metal, Inc. 2100 Lehigh Avenue Glenview, IL 60026	
Date: June 21, 2016 10:00 A.M. Opened by: Robert E. Flatter Recorded by: Brent Lautenbach, CH2M	Approve Estimate of Cost	•	5% Bid Bond		5% Bid E	Bond	5% Bid Bond		5% Bid Bond	
	Lump Sum		Lump Sum		Lump Sum		Lump Sum		Lump Sum	
ITEMS	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
1 Employee Building	\$60,000.00	\$60,000.00	\$70,214.00	\$70,214.00	\$72,000.00	\$72,000.00	\$97,865.00	\$97,865.00	\$173,000.00	\$173,000.00
Preliminary Treatment Building	\$62,000.00	\$62,000.00	\$71,766.00	\$71,766.00	\$77,000.00	\$77,000.00	\$101,829.00	\$101,829.00	\$79,000.00	\$79,000.00
3 Administration Building	\$112,000.00	\$112,000.00	\$117,390.00	\$117,390.00	\$150,800.00	\$150,800.00	\$148,472.00	\$148,472.00	\$75,000.00	\$75,000.00
Total As Read				\$259,370.00		\$299,800.00		\$348,166.00		\$327,000.00
Total As Corrected		\$234,000.00		\$259,370.00		\$299,800.00		\$348,166.00		\$327,000.00