



**VILLAGE OF GRAYSLAKE**

**CONTRACT**

**2016 ROAD SALT PURCHASE & DELIVERY**

**PLEASE PROCEED TO NEXT PAGE**

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Morton Salt, Inc. ("Bidder")  
 Principal Office Address 123 N. Wacker, Chicago, IL 60606-1743  
 Local Office Address 123 N. Wacker, Chicago, IL 60606-1743  
 Contact Person Deborah R. Jones Telephone Number 708-891-5847

TO: Village of Grayslake ("Owner" or "Village")  
 10 South Seymour Avenue  
 Grayslake, Illinois 60030

Attention: Michael J. Ellis  
 Village Manager

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:*

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Special Provisions

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. **General Standard.** All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent herewith. All equipment, materials, and supplies incorporated into the Work shall be new and

undamaged and shall be the best of their respective kinds for their intended use.

- 2. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.
- 3. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. **Bonds and Insurance.** Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. **Taxes.** Pay all applicable federal, state, and local taxes;
- 6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
- 7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest

economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Owner or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Owner repair or replace, damage done to, and any loss or injury suffered by, the Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

### A. SCHEDULE OF PRICES See Attachment B

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

C. In the event that Bidder is to receive periodic payments under this Contract/Proposal, each such periodic payment shall be subject to a 10% hold-back ("Retainage") that the Owner may utilize to cure any deficiency in Bidder's performance under the terms of the Contract/Proposal. After final acceptance of the Work by the Owner, the Owner's final payment to Bidder shall include the balance of the Contract Price (including any remaining Retainage).

## 3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely

fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

4. **Financial Assurance**

A. **Bonds (if required by Attachment A)**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. **Insurance**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Owner, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Owner's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Owner to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Owner. Such policies shall name the Owner as an additional insured and cancellation notice recipient, including without limitation naming the Owner as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Owner within thirty (30) days after Bidder receives such notice from the Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed

in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Owner, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Owner, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Owner with a copy of the actual additional insured endorsement demonstrating that the Owner is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Owner of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract.

C. **Indemnification**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. **Subcontractor Insurance**. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. **Penalties**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely

liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

**5. Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

**6. Bidder's Representations and Warranties**

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of

work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

## 7. Acknowledgements

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

A. Reliance. The Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Owner reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Owner's written notification of acceptance in the form included in this bound set of documents.

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

G. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

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

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their

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

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder of full payment for the Work shall operate as a full and complete release of the Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility

and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 3<sup>RD</sup> day of May, 2016.

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

Bidder's Name: Morton Salt, Inc.

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

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(corporate seal) (if corporation)

Printed Name: Anthony T. Patton  
Anthony T. Patton  
Director, U.S. Government Bulk Deicing  
Sales & Marketing

Title/Position: \_\_\_\_\_

Bidder's Business Address: 123 N. Wacker Drive  
Chicago, IL 60606-1743

Bidder's Business Telephone: (312) 807-2496 Facsimile: (312) 807-2269

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

NAME	TITLE	ADDRESS

Daniel P. Thompson  
Daniel P. Thompson  
Vice President, Bulk Deicing  
Sales & Marketing

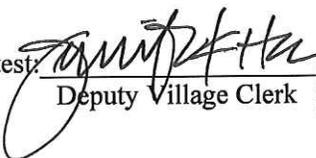
**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 17th day of May, 2016.

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

**VILLAGE OF GRAYSLAKE**

CBK  
By   
**Michael J. Ellis**  
**Village Manager**

Attest:   
Deputy Village Clerk



**ATTACHMENT B  
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

## MORTON SALT, INC.

DIRECTOR/OFFICER TITLE	NAME	ADDRESS
Director	Philipp Staehrfeldt	123 N. Wacker Drive, Chicago, IL 60606
Director and Vice Chairman	Jean Louis David	123 N. Wacker Drive, Chicago, IL 60606
Director, Chairman, President & Chief Executive Officer	Christian H. Herrmann	123 N. Wacker Drive, Chicago, IL 60606
Director, Chief Financial Officer, Vice President and Treasurer	Timothy McKean	123 N. Wacker Drive, Chicago, IL 60606
Vice President and Secretary	Chad E. Walker	123 N. Wacker Drive, Chicago, IL 60606
Assistant Treasurer	Michael Sands	123 N. Wacker Drive, Chicago, IL 60606
Assistant Treasurer	Mark Gilmour	123 N. Wacker Drive, Chicago, IL 60606
Assistant Secretary	Daniel P. Thompson	123 N. Wacker Drive, Chicago, IL 60606
Assistant Secretary	Scott A. Schlautman	123 N. Wacker Drive, Chicago, IL 60606
Assistant Secretary	Winnie J. Kuo	123 N. Wacker Drive, Chicago, IL 60606

RETURN WITH BID



Illinois Department of Transportation

Local Public Agency  
Material Proposal or  
Deliver & Install Proposal

PROPOSAL SUBMITTED BY		
Morton Salt, Inc.		
Contractor's Name 123 N. Wacker Drive		
Street	P.O. Box	
Chicago	IL 60606	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF LAKE

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various County Highways - Patrol 1 Maintenance- Salt

SECTION NO. 17-00000-05-GM

TYPES OF FUNDS MFT

- MATERIAL PROPOSAL
- SPECIFICATIONS (required)

- DELIVER & INSTALL PROPOSAL
- PLANS (if applicable)

For Municipal Projects  
Submitted/Approved/Passed  
Not Applicable

Mayor  President of Board of Trustees  Municipal Official

Date

Department of Transportation

Released for bid based on limited review

*Paula Tugg*  
Regional Engineer

County Engineer on behalf of IDOT pursuant to  
Agreement of Understanding dated January 18, 2013

*March 23, 2016*  
Date

For County and Road District Projects  
Submitted/Approved  
Not Applicable  
Highway Commissioner

Date

Submitted/Approved  
*Paula Tugg*  
County Engineer/Superintendent of Highways  
*March 23, 2016*  
Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route Various County Highways
County Lake
Local Agency LCDOT
Section 17-00000-05-GM

RETURN WITH BID

PAPER BID BOND

WE Morton Salt, Inc. as PRINCIPAL, and Liberty Mutual Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 1st day of April, 2016

Principal

Morton Salt, Inc. (Company Name)
By: [Signature] Director, Government Bulk Deicing Sales & Marketing (Signature and Title)

Morton Salt, Inc. (Company Name)
By: [Signature] V.P., Bulk Deicing Sales & Marketing (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Liberty Mutual Insurance Company (Name of Surety)

Surety
By: [Signature] (Signature of Attorney-in-Fact) Natasha Hunt-Mobley

STATE OF ILLINOIS, COUNTY OF Cook

I, Evelyn Anderson, a Notary Public in and for said county, do hereby certify that Anthony T. Patton, Daniel P. Thompson, and Evelyn Anderson

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April, 2016

My commission expires May 20, 2016

[Signature] Evelyn D. Anderson (Notary Public)

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

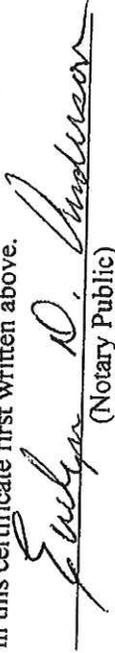
Date

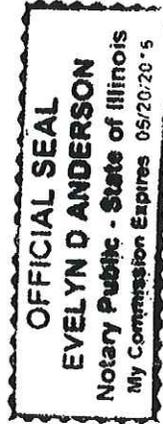


STATE OF ILLINOIS  
COUNTY OF COOK

On this 1st day of April, 2016, before me personally appeared  
of Natasha Hunt-Moblely, known to me to be the Attorney-in-Fact  
the within instrument, and acknowledged to me that such corporation executed the same.  
Liberty Mutual Insurance Company the corporation that executed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid county, the day and year in this certificate first written above.

  
(Notary Public)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6911443

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Lorenzini; Anthony T. Patton; Ayanna Jefferson-Williams; Carolyn M. Carter; Daniel P. Thompson; Evelyn D. Anderson; Jennifer Sontag; Kaye C. Harris; Leah Pittacora; Leanne Roth; Nancy Torres; Na-Tia Douglas; Natasha Hunt-Mobley; Robert H. George; Stacey Gwilt

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 17th day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



2017 Patrol 1 Maintenance - Bulk Rock Salt

**CONTRACTOR/  
SUPPLIER NAME:**

Morton Salt, Inc.

**VERSION DATE:**

23-Mar-16

**NOTES:**

- 1 The **UNIT PRICE** shall govern if no **TOTAL PRICE** is shown or if there is a discrepancy between the product of the **UNIT PRICE** multiplied by the **QUANTITY**.
  - 2 If a **UNIT PRICE** is omitted, the **TOTAL PRICE** will be divided by the **QUANTITY** in order to establish a **UNIT PRICE**.
  - 3 A bid may be declared **UNACCEPTABLE** if neither a unit price nor a total price is shown.
  - 4 **NOTICE Regarding Addenda** - It is your responsibility to determine which, if any, addenda pertain to any project you may be bidding. Failure to incorporate all relevant addenda may cause your bid to be declared unacceptable.
- ADDITIONAL NOTES FOR THE COMPUTER GENERATED (CBID) SCHEDULE OF PRICES:**
- 5 Pay item numbers (PIN), descriptions, unit of measure (U OF M), quantities, and Department supplied unit prices **MUST BE CORRECT** and **CORRESPOND** to the latest schedule of prices issued by the Department or the bid may be declared **UNACCEPTABLE**.
  - 6 Replace the "INSERT CBID" Page with the cover and applicable group page(s)

## INSTRUCTIONS FOR CBID SPREADSHEET

### NOTICE

To fill out the CBID spreadsheet first select the tab at the bottom of the screen for the group you wish to bid on. Fill in your Firm's Name at the top and then type in your unit prices. To move from unit price to unit price use the tab key or down arrow key. To fill in an additional group select that tab and complete the page. Fill in all your unit prices before you print. To print your group bid(s) - with your mouse select the print button on a group page. In the pop up box select the Cover & Notes page and all the group pages you put bids in. Replace the CBID page with this print out in the contract documents for your bid submission.

If there is an addendum LCDOT will issue a revised CBID.

If you have questions please call Rich McMorris at (847) 377-7457

**ATTACHMENT A  
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Please see Attachment C.
- II. Work Site: 585 Berry Avenue, Grayslake, IL
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: November 1, 2016
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory  
Employer's Liability:  
\$500,000 ea. accident-injury  
\$500,000 ea. employee-disease  
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements.

VII. Per Diem Administrative Charge:

A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

VIII. Contract Bonds Required:

No

SUPPLIER NAME ==> Morton Salt, Inc.  
 COUNTY ==> LAKE  
 SECTION NUMBER ==> 17-00000-05-GM  
 LETTING DATE ==> 15-Mar-16  
 VERSION DATE ==> 23-Mar-16

BLANK PRICES 0  
 PAY ITEMS 41  
 Total for Bond Only  
 \$3,433,211.60

**PATROL 1 MAINTENANCE - BULK ROCK SALT**

Early Delivery unit price is for delivery between July 15, 2016 and November 1, 2016  
 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2016

ITEM DESCRIPTION	U OF M	QUANTITY	X	80% - 120% UNIT PRICE	=	TOTAL PRICE	120% - 150% UNIT PRICE	EARLY DELIVERY UNIT PRICE
Lake County								
1 Lake County Division of Transportation	TONS	15000.0		\$59.50		\$892,500.00	\$64.50	\$59.50
2 Lake County Forest Preserve District	TONS	650.0		\$59.78		\$38,857.00	\$64.78	\$59.78
Lake County Townships								
3 Antioch Township	TONS	300.0		\$61.95		\$20,085.00	\$66.95	\$61.95
4 Avon Township	TONS	800.0		\$63.22		\$54,576.00	\$68.22	\$63.22
5 Ela Township	TONS	800.0		\$62.50		\$54,000.00	\$67.50	\$62.50
6 Fremont Township	TONS	1300.0		\$59.50		\$83,850.00	\$64.50	\$59.50
7 Grant Township	TONS	1600.0		\$60.22		\$104,352.00	\$65.22	\$60.22
8 Lake Villa Township	TONS	1750.0		\$59.78		\$113,365.00	\$64.78	\$59.78
9 Libertyville Township	TONS	800.0		\$62.50		\$54,000.00	\$67.50	\$62.50
10 Newport Township	TONS	200.0		\$66.95		\$14,390.00	\$71.95	\$66.95
11 Vernon Township	TONS	550.0		\$61.57		\$36,613.50	\$66.57	\$61.57
12 Warren Township	TONS	3200.0		\$58.95		\$204,640.00	\$63.95	\$58.95
13 Wauconda Township	TONS	800.0		\$62.85		\$54,280.00	\$67.85	\$62.85
14 Waukegan Township	TONS	120.0		\$67.78		\$8,733.60	\$72.78	\$67.78

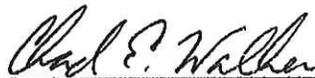
Lake County Communities

15	Village of Antioch	TONS	1200.0	\$58.95	\$73,740.00	\$63.95	\$58.95
16	Village of Beach Park	TONS	750.0	\$58.95	\$47,962.50	\$63.95	\$58.95
17	Village of Buffalo Grove	TONS	1200.0	\$58.57	\$76,284.00	\$63.57	\$58.57
18	Village of Cary	TONS	1800.0	\$59.85	\$116,730.00	\$64.85	\$59.85
19	Village of Deerfield	TONS	1500.0	\$58.57	\$95,355.00	\$63.57	\$58.57
20	Village of Fox River Grove	TONS	500.0	\$62.85	\$33,925.00	\$67.85	\$62.85
21	Village of Grayslake	TONS	1600.0	\$59.78	\$103,648.00	\$64.78	\$59.78
22	Village of Gurnee	TONS	1000.0	\$58.95	\$63,950.00	\$63.95	\$58.95
23	Village of Hainesville	TONS	250.0	\$68.22	\$18,305.00	\$73.22	\$68.22
24	City of Highland Park	TONS	2000.0	\$58.57	\$127,140.00	\$63.57	\$58.57
25	City of Highland	TONS	500.0	\$61.57	\$33,285.00	\$66.57	\$61.57
26	Village of Island Lake	TONS	600.0	\$63.22	\$40,932.00	\$68.22	\$63.22
27	Village of Kildeer	TONS	800.0	\$62.50	\$54,000.00	\$67.50	\$62.50
28	City of Lake Forest	TONS	1000.0	\$59.15	\$64,150.00	\$64.15	\$59.15
29	Village of Lake Villa	TONS	500.0	\$59.78	\$32,390.00	\$64.78	\$59.78
30	Village of Libertyville	TONS	2400.0	\$59.50	\$154,800.00	\$64.50	\$59.50
31	Village of Lincolnshire	TONS	450.0	\$62.15	\$30,217.50	\$67.15	\$62.15
32	Village of Lindenhurst	TONS	700.0	\$59.78	\$45,346.00	\$64.78	\$59.78
33	Village of Long Grove	TONS	1440.0	\$59.85	\$93,384.00	\$64.85	\$59.85
34	Village of Mundelein	TONS	1800.0	\$59.50	\$116,100.00	\$64.50	\$59.50
35	City of Park City	TONS	150.0	\$67.78	\$10,917.00	\$72.78	\$67.78
36	Village of Round Lake	TONS	1200.0	\$60.22	\$79,264.00	\$65.22	\$60.22
37	Village of Round Lake Beach	TONS	500.0	\$63.22	\$34,110.00	\$68.22	\$63.22
38	Village of Round Lake Heights	TONS	150.0	\$67.92	\$10,938.00	\$72.92	\$67.92
39	Village of Vernon Hills	TONS	760.0	\$62.15	\$51,034.00	\$67.15	\$62.15
40	Village of Wadsworth	TONS	650.0	\$58.95	\$41,567.50	\$63.95	\$58.95
41	Village of Wauconda	TONS	700.0	\$62.85	\$47,495.00	\$67.85	\$62.85

**CERTIFICATION**

I, Chad E. Walker, Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution duly adopted effective October 1, 2012 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Christian H. Herrmann is a duly elected and acting Chief Executive Officer and President of Morton Salt, Inc. and Timothy McKean is a duly elected and acting Chief Financial Officer, Vice President and Treasurer of Morton Salt, Inc. as of the date hereof and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization signed by Christian H. Herrmann and Timothy McKean.



\_\_\_\_\_  
Chad E. Walker  
Secretary  
Morton Salt, Inc.

**Dated:**            **APR 08 2016**

**Morton Salt, Inc.**  
**Excerpt from Board of Directors' Meeting**  
**October 1, 2012**

**RESOLVED**, that effective October 1, 2012, any two of the officers of the Corporation holding the positions listed below:

Chief Executive Officer and President;  
Chief Financial Officer, Vice President and Treasurer; and,  
Vice President, General Counsel and Secretary,

and to the extent delegated in writing, their designees, are hereby authorized, for and in the name and on behalf of the Corporation, and any subsidiary, affiliate or business unit thereof, to execute and deliver any and all applications, agreements, bids, bonds, certifications, notices, proxies, real estate conveyances, reports, stock certificates and other documents which they may deem necessary or advisable in furtherance of the business of the Corporation, subsidiary, affiliate or business unit, as the case may be, provided that two signatures be required on any document executed on behalf of the Corporation: such authorizations to be (i) subject to the limitations set forth in any applicable Board of Directors' resolution or published policy of the Corporation, and (ii) subject to the limitations set forth in any K+S AG policy or procedure; and

**FURTHER RESOLVED**, that the signatures of any two persons designated pursuant to the above resolution affixed to any document described therein shall constitute certification of his or her authority to execute said document on behalf of the Corporation.

**DELEGATION OF AUTHORITY AND POWER OF ATTORNEY  
UNDER THE RESOLUTIONS  
ADOPTED BY THE BOARD OF DIRECTORS ON OCTOBER 1, 2012**

For  
Morton Salt, Inc.

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc. on October 1, 2012, any two of the following persons, signing together, are designated as persons authorized to execute and deliver certain documents on behalf of Morton Salt, Inc. (the "Company") and each one of its subsidiaries (together the "Companies"), provided that (i) the second authorized signatory be either a higher ranking employee or a supervisor, or an employee at the same level, (ii) the second authorized signatory is involved in the same or similar transactional work matters and responsibilities as the first signatory, (iii) the Directive of Business Transactions and Measures of the Executive Board of K+S Aktiengesellschaft, attached herein and made a part hereof, is followed. This delegation of authority and power of attorney supersedes any earlier delegations for the Companies and remains in effect until the person no longer holds the position listed, or this delegation of authority is superseded, amended or terminated.<sup>1</sup>

Effective Date: May 29, 2015

Morton Salt, Inc.

By:   
Name: Christian H. Merrmann  
Title: Chief Executive Officer and President

Morton Salt, Inc.

By:   
Name: Timothy McKean  
Title: Chief Financial Officer, Vice President and Treasurer

<sup>1</sup> eCommerce Solutions

*Specific to eSolutions provided by Procurement to simplify the purchasing process out of finally negotiated electronic Catalogs for items and services, the employees with access to the eSolutions ("users") are authorized with a single (electronic) signatory when utilizing these systems for purchases:*

- *All users are authorized to order up to a value of \$1,000 (USD and CDN), and*
- *Users in the functions Supervisor, Superintendent, as well as all other supervisory functions, are authorized to order and approve orders up to a value of \$7,500.00 (USD and CDN), and*
- *Users listed in this Delegation of Authority are authorized to order up to a value of \$7,500.00 (USD and CDN), and are authorized to approve orders up to the value specified in this document. Approval authorizations will follow predefined value limits set forth in the eCommerce Solutions.*
- *Exception: Users with system receiving authority are authorized to order through eSolutions, but all orders are subject to approval (order value is set at \$0 USD and CDN).*

Job Title	Names of Persons holding positions as of above date	Transaction/Category	Maximum Amount per Contract per Year
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***Ice Control Sales & Marketing***

Vice President Bulk Deicing Sales & Marketing	Daniel P. Thompson	Ice Control Bids or Contracts, Transportation Contracts, Sales of Company products for Ice Control business.	\$50,000,000
Director U.S. Commercial Deicing Sales & Marketing	Robert H. George	Morton Salt Ice Control Bids or Contracts for Sales of Company products.	\$50,000,000
Director U.S. Government Bulk Deicing Sales & Marketing	Anthony T. Patton	Morton Salt Ice Control Bids or Contracts for Sales of Company products.	\$50,000,000

# MORTON SALT, INC.

A K+S Group Company

## Safety Data Sheet

### Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

#### 1.1 Product identifier

**Product Name**

- **Safe-T-Salt**

**Synonyms**

- Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)

**CAS Number**

- 7647-14-5

**SDS Number/Grade**

- 91006

#### 1.2 Relevant identified uses of the substance or mixture and uses advised against

- Relevant identified use(s)**
- Ice Control

#### 1.3 Details of the supplier of the safety data sheet

**Manufacturer**

- Morton Salt, Inc.  
123 N. Wacker Drive  
Chicago, IL 60606  
United States

Telephone (General) • saltinfo@mortonsalt.com  
312-807-2000

#### 1.4 Emergency telephone number

- Manufacturer**
- 312-807-2000

### Section 2: Hazards Identification

#### EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]  
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

#### 2.1 Classification of the substance or mixture

- CLP**
- Not classified
- DSD/DPD**
- Not classified

#### 2.2 Label Elements

- CLP**
- Hazard statements**
- No label element(s) specifically required
- DSD/DPD**
- Risk phrases**
- No label element(s) specifically required

#### 2.3 Other Hazards

- CLP**
- According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

**DSD/DPD**

- According to European Directive 1999/45/EC this preparation is not considered dangerous.

**United States (US)**

According to OSHA 29 CFR 1910.1200 HCS

**2.1 Classification of the substance or mixture**

- OSHA HCS 2012
- Not classified

**2.2 Label elements**

- OSHA HCS 2012
- Hazard statements**
- No label element(s) specifically required

**2.3 Other hazards**

- OSHA HCS 2012
- This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

**Canada**

According to WHMIS

**2.1 Classification of the substance or mixture**

- WHMIS
- Not classified

**2.2 Label elements**

- WHMIS
- No label element(s) specifically required

**2.3 Other hazards**

- WHMIS
- In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

**Section 3 - Composition/Information on Ingredients**

**3.1 Substances**

- Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

**3.2 Mixtures**

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	96% TO 99%	Ingestion:Oral-Ra: LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts
Yellow Prussiate of Soda	CAS:13601-19-9 EC Number:	< 0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA

Prussian Blue	CAS:14038-43-8 EC Number:	< 0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Salt w/Blue
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## Section 4 - First Aid Measures

### 4.1 Description of first aid measures

- Inhalation**
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin**
- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye**
- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion**
- If large quantities are swallowed, call a physician immediately.

### 4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

### 4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician**
- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

## Section 5 - Firefighting Measures

### 5.1 Extinguishing media

- Suitable Extinguishing Media**
- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media**
- No data available.

### 5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards**
- No unusual fire or explosion hazards known.
- Hazardous Combustion Products**
- No data available

### 5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

## Section 6 - Accidental Release Measures

### 6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions**
- Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures**
- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

### 6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.



**Environmental Exposure Controls**

- Follow best practice for site management and disposal of waste.

**Key to abbreviations**

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)  
 TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures  
 OSHA = Occupational Safety and Health Administration

**Section 9 - Physical and Chemical Properties**

**9.1 Information on Physical and Chemical Properties**

<b>Material Description</b>			
Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.
Color	Colorless, white or multicolored	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
<b>General Properties</b>			
Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	5 to 8
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.35 g/cc @ 20 C(68 F)
Viscosity	Not relevant	Explosive Properties	Not relevant
Oxidizing Properties	Not relevant		
<b>Volatility</b>			
Vapor Pressure	1 mmHg (torr) @ 865 C(1589 F) Not relevant	Vapor Density	Data lacking
Evaporation Rate	Data lacking		
<b>Flammability</b>			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable		
<b>Environmental</b>			
Octanol/Water Partition coefficient	Data lacking		

**9.2 Other Information**

- No additional physical and chemical parameters noted.

**Section 10: Stability and Reactivity**

**10.1 Reactivity**

- No dangerous reaction known under conditions of normal use.

**10.2 Chemical stability**

- Stable

**10.3 Possibility of hazardous reactions**

- Hazardous polymerization will not occur.

**10.4 Conditions to avoid**

- Incompatible materials.

**10.5 Incompatible materials**

- Strong oxidizing agents, strong acids.

**10.6 Hazardous decomposition products**

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

**Section 11 - Toxicological Information**

**11.1 Information on toxicological effects**

GHS Properties	Classification
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met

**Potential Health Effects**

**Inhalation**

- Acute (Immediate)**
  - Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.
- Chronic (Delayed)**
  - No data available.

**Skin**

- Acute (Immediate)**
  - Under normal conditions of use, no health effects are expected.
- Chronic (Delayed)**
  - No data available.

**Eye**

- Acute (Immediate)**
  - Based upon practical use and experience using this product eye irritation is not expected to occur.

Code

**Section 15 - Regulatory Information**

**15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture**

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No
Prussian Blue	14038-43-8	No	No	No
Yellow Prussiate of Soda	13601-19-9	No	Yes	Yes

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prussiate of Soda	13601-19-9	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes
Prussian Blue	14038-43-8	No	Yes	Yes
Yellow Prussiate of Soda	13601-19-9	Yes	Yes	Yes

**Australia**

**Labor**

**Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring**

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

**Australia - High Volume Industrial Chemicals List**

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5

**Australia - List of Designated Hazardous Substances - Classification**

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Self classification required
- Sodium chloride 7647-14-5 Not Listed

**Environment**

**Australia - National Pollutant Inventory (NPI) Substance List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Australia - Ozone Protection Act - Scheduled Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Australia - Priority Existing Chemical Program**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Canada****Labor****Canada - WHMIS - Classifications of Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

**Canada - WHMIS - Ingredient Disclosure List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Environment****Canada - CEPA - Priority Substances List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Europe****Other****EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Mexico**

**Other**

**Mexico - Hazard Classifications**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Mexico - Regulated Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**United States**

**Labor**

**U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - OSHA - Specifically Regulated Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Environment**

**U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		(XCN where X=H or any other group where a formal dissociation may occur. For example KCN or Ca(CN)2)
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 313 - Emission Reporting**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds	10 % or greater concentration (X-CN <sup>-</sup> where X = H <sup>+</sup> or any other group where a formal dissociation can be made. For example KCN or Ca(CN) <sub>2</sub> Chemical Category 1106	
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds	1.2 mg/L (total wastewater) 590 mg/kg (total nonwastewater) 0.86 mg/L (amenable wastewater) 30 mg/kg (amenable nonwastewater)	
• Sodium chloride	7647-14-5	Not Listed

**United States - California**

**Environment**

**U.S. - California - Proposition 65 - Carcinogens List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - California - Proposition 65 - Developmental Toxicity**

• Prussian Blue	14038-43-8	Not Listed
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RETURN WITH BID



Local Public Agency  
Material Proposal or  
Deliver & Install Proposal

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF LAKE  
 \_\_\_\_\_  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various County Highways - Patrol 1 Maintenance- Salt  
 SECTION NO. 17-00000-05-GM  
 TYPES OF FUNDS MFT

- MATERIAL PROPOSAL                       DELIVER & INSTALL PROPOSAL  
 SPECIFICATIONS (required)             PLANS (if applicable)

**For Municipal Projects**  
 Submitted/Approved/Passed  
Not Applicable  
 Mayor    President of Board of Trustees    Municipal Official  
 \_\_\_\_\_  
 Date

**Department of Transportation**  
 Released for bid based on limited review  
Paul J. Tuggs  
 \_\_\_\_\_  
 Regional Engineer  
 County Engineer on behalf of IDOT pursuant to  
 Agreement of Understanding dated January 18, 2013  
March 23, 2016  
 \_\_\_\_\_  
 Date

**For County and Road District Projects**  
 Submitted/Approved  
Not Applicable  
 \_\_\_\_\_  
 Highway Commissioner  
 \_\_\_\_\_  
 Date  
 Submitted/Approved  
Paul J. Tuggs  
 \_\_\_\_\_  
 County Engineer/Superintendent of Highways  
March 23, 2016  
 \_\_\_\_\_  
 Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOTICE TO BIDDERS

County Lake
Local Public Agency LCDOT
Section Number 17-00000-05-GM
Route Various County Highways

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of The County Engineer of Lake County

600 West Winchester Road, Libertyville, Illinois 60048 until 10:00 A.M. on April 12, 2016
Address Time Date

- 1. Plans and proposal forms will be available online at http://www.lakecountyiil.gov/Transportation/Business/Bids-Roadwork.htm or at the office of the Lake County Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048
2. Prequalification. If checked, each bidder shall include a completed "Affidavit of Availability" (Form BC 57), in their proposal, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
4. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section17-00000-05-GM".

By Order of County Board of Lake County March 16, 2016 Paula J Trigg, County Engineer
(Awarding Authority) Date (County Engineer/Superintendent of Highways/Municipal Clerk)

Material Proposal or Deliver & Install Proposal

To County Board of Lake County
(Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- 1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted April 1, 2016, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
4. The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: % calendar days: % calendar days.
Discounts will not be considered in determining the low bidder.

Bidder By (Signature)
Address Title



Route Various County Highways  
County Lake  
Local Agency LCDOT  
Section 17-00000-05-GM

**RETURN WITH BID**

**PAPER BID BOND**

WE \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_ as SURETY,  
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_

**Principal**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature and Title) (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

**Surety**

\_\_\_\_\_  
(Name of Surety) By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_,  
I, \_\_\_\_\_, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

( Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
(Notary Public)

**ELECTRONIC BID BOND**

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

\_\_\_\_\_  
Electronic Bid Bond ID Code

\_\_\_\_\_  
(Company/Bidder Name)  
\_\_\_\_\_  
(Signature and Title) \_\_\_\_\_  
Date

**CONTRACTOR/  
SUPPLIER**

**PLEASE REPLACE  
THIS PAGE  
WITH YOUR  
COMPLETED  
LCDOT CBID  
PRINTOUT**

**SPECIAL PROVISION  
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**BULK ROCK SALT**

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## **NOTICE TO ALL BIDDERS**

**DO NOT REMOVE ANY SHEETS\* SUPPLIED WITH THIS NOTICE:  
EACH SHEET IS A PART OF THE AGREEMENT BETWEEN THE  
BIDDER AND THE LAKE COUNTY DIVISION OF TRANSPORTATION.**

**PLEASE READ CAREFULLY ALL THE GENERAL SPECIAL  
PROVISIONS AND THE INDIVIDUAL GROUP SPECIAL PROVISIONS  
FOR ANY GROUP YOU SUBMIT A PROPOSAL ON.**

\*Except replacing the CBID sheet with your printout.

## STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Lake County Section **17-00000-05-GM**, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED
<b>Standard Specifications for Road and Bridge Construction</b>	April 1, 2016
<b>Manual on Uniform Traffic Control Devices for Streets and Highways Illinois Supplement</b>	2009 Edition March 2010
<b>Supplemental Specifications and Recurring Special Provisions</b> (indicated on the Check Sheet included herein)	April 1, 2016
<b>Standard Specifications for Water &amp; Sewer Main Construction in Illinois</b>	July 2009

**This Project Does Not Include a Separate Set of Plans.**

### LOCATION OF SALT FACILITIES

Information for the Lake County Division of Transportation facility and other local government facilities is located in the Contact Information and Delivery Location table beginning on page 15 of these special provisions.

### DESCRIPTION OF WORK

This work consists of furnishing and delivering bulk rock salt for snow and ice control to the Lake County Division of Transportation and other local units of government.

**DIVISION 100. GENERAL REQUIREMENTS AND COVENANTS****SECTION 102 ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION (LCDOT)**

In order to limit bid proposal math errors, all bids for this material submittal **shall** be submitted using the CBID spreadsheet. The Supplier shall include in their bid proposal a hardcopy CBID printout. Proposals submitted without a hardcopy CBID printout will be rejected as nonresponsive and returned to the Supplier unread. Proposals submitted with a handwritten schedule of items will be rejected as nonresponsive and returned to the Supplier unread. A maximum of five pay items may have legible pen and ink entries/revisions to the unit and extended prices on the CBID printout to accommodate last minute supplier and subcontractor quotes. A legible pen and ink entry/revision to the project total bid will also be allowed.

**BID SHEET EXPLANATION:** The CBID lists the Lake County Division of Transportation, the Lake County Forest Preserve District and all the local governmental units participating in this bid. The list includes the estimated rock salt quantity for each.

Suppliers will provide three unit prices for each government unit.

**Unit Price 80% - 120%:** Suppliers shall enter the unit price per ton, for ROCK SALT ordered by LCDOT and other participating local governmental units, for a minimum of 80% of the estimated usage to a maximum of 120% of the estimated usage. Lake County, and the other participating local governmental units, have committed to purchase a minimum of 80% of the estimated usage. This unit price is for orders placed for delivery **after November 1, 2016**.

**Unit Price 120% - 150%:** Suppliers shall enter the unit price per ton, for ROCK SALT ordered by LCDOT, and other participating local governmental units, for a quantity greater than 120% of the estimated usage and not to exceed 150% of the estimated usage. This unit price is for orders placed for delivery **after November 1, 2016**.

**Unit Price Early Delivery:** Suppliers shall enter the unit price for ROCK SALT per ton, ordered by LCDOT, and other participating local governmental units, for orders placed for delivery between July 15, 2016 and November 1, 2016.

**Shared Services:** Under the authority of 30 ILCS 525, the Governmental Joint Purchasing Act the unit prices included in the proposal may be offered to other governmental units according to the following:

*The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.*

*The bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.*

*The bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.*

**Shared Services Bidding:** For this project the Lake County Division of Transportation (LCDOT) and other specified local governmental units have joined together to solicit bids for furnishing and delivering rock salt.

The Supplier will be submitting bids for separate contracts – one for each community or unit of government. The Supplier may use the same or different unit prices for each bid.

The Lake County Division of Transportation and the local governmental units individually reserve the right to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgement of each Awarding Authority, the best interests of the Awarding Authority will be promoted thereby (See LRS7).

Contracts for the LCDOT and LCFPD work will be recommended separately to the Lake County Board and Forest Preserve District Board respectively, and upon award, each will be managed independently. The bid results for the remaining local units of government will be reported to each community. Each local government unit will be independently responsible for awarding; managing; and processing payments for their own contract.

**Proposal Guaranty:** The Supplier shall submit a Proposal Guaranty according to the requirements of Checksheet *LRS 7 BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS* (included by reference). The bond or check shall be for a minimum of 5 percent of the "Total for Bond Only" (total of all bids) line on the CBID form.

**Performance Bond:** The Supplier shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to 20% of the total bid amount for the Lake County Division of Transportation, executed by a surety company authorized to do business in the State of Illinois, 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 Lake County. Additional individual performance bonds may be required by the other participating local governmental units, 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.

#### **ARTICLE 107.27 INSURANCE**

The provisions of Article 107.27 of the "Standard Specifications" are not applicable to this proposal.

#### **PREQUALIFICATION**

The provision of LRS7 requiring Bidder Prequalification is not applicable to this proposal. Bidders do not need to be prequalified with IDOT. Prospective bidders will need to submit a "Request for Authorization to Bid" form to the Lake County Division of Transportation and receive an "Authorization to Bid" response in order for their bid to be read at the bid opening.

**BULK ROCK SALT**

**Description:** This work shall consist of furnishing and delivering bulk rock salt.

**Materials:** The rock salt shall meet the requirements of AASHTO specification M143, Sodium Chloride Type 1, Grade 1, and the following requirements:

- The rock salt shall not contain more than ½ pound, or less than 35 ppm of Ferric Ferrocyanide or Sodium Ferrocyanide per ton, at the delivery point.
- The maximum moisture content shall not exceed 2.5%.
- The rock salt shall be free flowing, fresh stock.
- Reclaimed or re-crushed rock salt will not be accepted.
- The rock salt shall be free of any foreign material.

Bulk rock salt not meeting the above specifications shall be subject to rejection by Lake County and/or other local governmental units.

**General:**

- a) Deliveries of rock salt shall be free of any foreign materials e.g. mud, rocks, wood, tarpaulins, etc... Rejected loads will have the cause reported to the Supplier within two working days. Loads contaminated with foreign material will be replaced at the Supplier's expense within five working days.
- b) All salt shall be as lump free as possible. No salt with lumps larger than two inches in diameter will be accepted. Loads with lumps larger than two inches shall be replaced at the Supplier's expense within five working days.
- c) Lake County, and other local governmental units, reserve the right to inspect the Supplier's terminal for product and availability, verifying available quantities and condition sufficient to meet the requirements of these specifications.

**Quantities:** The quantities shown in this bid are estimated quantities only. The Lake County Division of Transportation and other participating local governmental units agree to purchase at least 80% of the quantities shown. If Lake County and/or the other participating local governmental units, do not utilize or order 80% of their estimated quantity by April 30, 2017 they agree to pay the Supplier for the 80%.

The unordered bulk rock salt shall be kept at a terminal by the Supplier, for delivery by November 1, 2017. This storage shall be handled at no additional charge to Lake County and/or the other participating local governmental units. Payment for the unordered bulk rock salt will be made subject to the provisions of the Local Prompt Payment Act, upon receipt of an invoice dated before November 1, 2017.

**Stocking Requirements:**

Within 10 days of the notice of award (issuance of purchase order) the Supplier shall submit to Lake County, and the other participating local governmental units, a list of delivery contacts including phone numbers. The Supplier shall also include an emergency contact and phone number for use if the stockpile contact is non-responsive.

Within 30 days of the notice of award (issuance of purchase order) the Supplier shall provide Lake County, and other participating local governmental units, with their salt source and local terminal information.

The Supplier shall have on hand 120% of the required quantity at a local terminal by November 1, 2016.

The Supplier shall have stockpiles of rock salt in Illinois, or near its borders, in sufficient quantities to satisfy contractual requirements.

Such stockpiles shall be near enough to delivery points to allow for timely delivery as required by contractual requirements.

Freezing of waterways and other impacts to delivery shall be reasonably anticipated by the Supplier and are not a cause to claim force majeure.

**Ordering:**

Orders for bulk rock salt will be placed by Lake County, and/or the other participating local governmental units, with the Supplier by June 1, 2016 with availability by July 15, 2016.

Governmental units may order up to 20% of their annual contracted tonnage in any given week which the Supplier shall deliver within seven working days. Orders for more than 20% will have an extended delivery time of one working day for each additional one percentage point ordered. For example, if a governmental unit orders 25% of their awarded total of 100 Tons, delivery of the first 20 tons, (20%) shall be within seven working days after receipt of order. The remaining 5 tons shall be delivered within twelve working days after receipt of the order.

All order releases shall be delivered to completion, unless mutually agreed upon by Lake County, other participating Local Governmental Units, and the Supplier.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers. All trucks shall be covered with an approved waterproof material.

The Supplier shall be responsible to have the delivery driver inspect the inside of the trailer and confirm that all the salt has been removed from the trailer before leaving the point of delivery.

A delivery ticket shall accompany each delivery. The delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. The Supplier shall ensure that all weights and measures shown on the delivery tickets are correct. The Lake County Division of Transportation, and other participating local governmental units, reserve the right to require that delivery trucks be directed to a local scale to check the accuracy of the loads being delivered.

The Supplier shall deliver the ordered quantity within plus or minus 20 tons.

The Supplier shall notify Lake County, and other participating local governmental units, the name of the trucking firm that will be delivering the salt, as well as a contact name, and the address and phone number of said trucking firm.

**Delivery:** Lake County Division of Transportation rock salt deliveries shall be made to the LCDOT facility at:

600 W. Winchester Road  
Libertyville, IL 60048

Rock salt deliveries for the other local governmental units shall be made to listed delivery location for each included herein.

Normally rock salt deliveries shall be made between the hours of 6:30 a.m. and 3:00 p.m., Monday through Friday. Arrangements may be made for deliveries at other hours and on Saturday or Sunday, to maintain a prompt order delivery schedule. These arrangements may be made by contacting the designated point of contact listed in the Contact Information and Delivery Location table included herein.

Orders are generally expected to be received within seven working days from date of order. For an order placed prior to 9:00 A.M. on a given day, that day would be considered as the first working day of the seven day delivery period. For an order placed after 9:00 A.M. on a given day, the day following would be considered as the first working day of the seven day delivery period, or as amended by order guidelines herein.

**Term:** This contract shall be in effect for a one year period from the date of award. Lake County, and other local governmental units, reserve the right to renew this contract, or any part of this contract, for an additional one year period, subject to acceptable performance by the Supplier. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to 60 days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years

A contract renewal will incorporate the same dates for subsequent years changing only the year of the date i.e. 2016 dates will become 2017 and 2017 dates will become 2018. Lake County, and other participating local governmental units, will issue individual releases for bulk rock salt. Upon renewal Lake County will provide the Supplier with our 2017 estimated usage during the month of March.

**Escalator Provision:** The unit price shall remain firm/fixed for the first year. Written requests for price revisions after the first year, shall be submitted at least 60 days in advance of the annual contract period. Requests shall be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in Supplier cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price change. **PRICE INCREASES SHALL NOT EXCEED 5.0%, FOR ANY YEAR.** The County reserves the right to reject any price increase and to terminate the contract.

**Basis of Payment:** This work will be paid for at the contract unit price per ton for ROCK SALT. *The unit price shall include all equipment, labor and materials required to furnish and deliver the rock salt as specified herein. The rock salt shall be bid F.O.B. Destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified location. Any claim for loss or damage shall be between the Supplier and the carriers, movers, riggers, etc., and no additional compensation will be allowed.*

**Liquidated Damages:** From November 1, 2016 through June 30, 2017, if the Supplier is unable to make delivery within seven working days from the date of order, Lake County, and the other participating local governmental units, shall have the right to retain \$ .20 per ton, per working day from the date of the order, as liquidated damages on the undelivered portion of the order.

An order placed prior to 9:00 A.M. on any business day (Monday through Friday, except Holidays) will be considered as the first working day of the seven day delivery period. For orders placed after 9:00 A.M. on a given day, the following day would be considered the first working day of the seven day delivery period.

If 14 working days have elapsed since placement of an order and the Supplier has failed to deliver all or part of the order, Lake County, and/or the other participating local governmental units, shall reserve the right to take action to remedy the failure of Supplier 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 Supplier, in addition to any liquidated damages.

**INTENTIONALLY**

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**CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS**

Adopted April 1, 2016

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	29
10	<input type="checkbox"/> Construction Layout Stakes	32
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	35
12	<input type="checkbox"/> Subsealing of Concrete Pavements	37
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	41
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	43
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	44
16	<input type="checkbox"/> Polymer Concrete	45
17	<input type="checkbox"/> PVC Pipeliner	47
18	<input type="checkbox"/> Bicycle Racks	48
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	50
20	<input type="checkbox"/> Work Zone Public Information Signs	52
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	53
22	<input type="checkbox"/> English Substitution of Metric Bolts	54
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	55
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	56
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	64
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	80
27	<input type="checkbox"/> Pavement Marking Removal	82
28	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment	83
29	<input type="checkbox"/> Preventive Maintenance – Cape Seal	89
30	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing	104
31	<input type="checkbox"/> Preventive Maintenance – Slurry Seal	115
32	<input type="checkbox"/> Temporary Raised Pavement Markers	125
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	126

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<b>Reserved</b>	130
2	<input type="checkbox"/> Furnished Excavation	131
3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	132
4	<input type="checkbox"/> Flaggers in Work Zones	133
5	<input checked="" type="checkbox"/> Contract Claims	134
6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	135
7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	141
8	<b>Reserved</b>	147
9	<input type="checkbox"/> Bituminous Surface Treatments	148
10	<b>Reserved</b>	149
11	<input checked="" type="checkbox"/> Employment Practices	150
12	<input type="checkbox"/> Wages of Employees on Public Works	152
13	<input checked="" type="checkbox"/> Selection of Labor	154
14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	155
15	<input checked="" type="checkbox"/> Partial Payments	158
16	<input checked="" type="checkbox"/> Protests on Local Lettings	159
17	<input type="checkbox"/> Substance Abuse Prevention Program	160
18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	161

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**Selection of Labor.** The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

**Equal Employment Opportunity.** During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

**CHECK SHEET #LRS11**

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## 2017 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	Quantity: Estimated Usage		Contact Information	Delivery Location
<b>Lake County</b>					
1	Lake County Division of Transportation	15,000	tons	Kevin Kerrigan 600 W. Winchester Road Libertyville, IL 60048 Ph: (847) 878-9792 kkerrigan@lakecountyil.gov	600 W. Winchester Road Libertyville, IL 60048
2	Lake County Forest Preserve District	650	tons	Christine Miller 1899 W. Winchester Road Libertyville, IL 60048 Ph: (847) 968-3218 cmiller@LCFPD.org	19808 W. Grand Avenue Lindenhurst, IL 60046
<b>Lake County Townships</b>					
3	Antioch Township	300	tons	Mark Ring 933 Bartlett Avenue Antioch, IL 60002 Ph: (847) 395-2070 antiochtownshipwy@sbcglobal.net	933 Bartlett Avenue Antioch, IL 60002
4	Avon Township	800	tons	Bob Kula 389 W. Main Street Hainesville, IL 60073 Ph: (847) 875-5887 bob@avontownship.us	389 W. Main Street Hainesville, IL 60073
5	Ela Township	800	tons	Bill Kruckenberg 23605 Echo Lake Road Lake Zurich, IL 60047 Ph: (847) 438-2371 elahwydept@comcast.net	23605 Echo Lake Road Lake Zurich, IL 60047
6	Fremont Township	1,300	tons	Bill Grinnel 22376 W. Erhart Road Mundelein, IL 60060 Ph: (847) 223-2848 highway@fremonttownship.com	22376 W. Erhart Road Mundelein, IL 60060
7	Grant Township	1,600	tons	Kimber Kiesgen 26535 Molitor Road Ingleside, IL 60041 Ph: (847) 546-7623 road5467@msn.com	26535 Molitor Road Ingleside, IL 60041
8	Lake Villa Township	1,750	tons	Jim Jorgensen 37822 North Fairfield Road Lake Villa, IL 60046 Ph: (847) 356-5831 lvthwy@comcast.net	37822 North Fairfield Road Lake Villa, IL 60046
9	Libertyville Township	800	tons	Martin J. Neal 343 Merrill Court Libertyville, IL 60048 Ph: (847) 362-3350 highwaydepartment@libertyvilletownship.us	343 Merrill Court Libertyville, IL 60048

## 2017 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	Quantity: Estimated Usage		Contact Information	Delivery Location
10	Newport Township	200	tons	Rodger Edmonds/Toni Edmonds 39207 Magnetics Boulevard Wadsworth, IL 60083 Ph: (847) 812-9546 newporthighwaydept@gmail.com	39207 Magnetics Boulevard Wadsworth, IL 60083
11	Vernon Township	550	tons	Bryant Schroeder 3050 N. Main Street Buffalo Grove, IL 60089 Ph: (847) 812-2595 bschroeder@vermontownship.com	3050 N. Main Street Buffalo Grove, IL 60089
12	Warren Township	3,200	tons	Amy Sarver 17801 W. Washington Street Gurnee, IL 60031 Ph: (847) 244-1101 Ext.3 highway@warrentownship.net	17801 W. Washington Street Gurnee, IL 60031
13	Wauconda Township	800	tons	Joe Munson 505 W. Bonner Road Wauconda, IL 60084 Ph: (847) 875-2167 Highwaydepartment@waucondatownship.com	505 W. Bonner Road Wauconda, IL 60084
14	Waukegan Township	120	tons	Michael Hewitt 36117 N Green Place Waukegan, IL 60087 Ph: (847) 882-7208 mikehewitt55@yahoo.com	36117 N Green Place Waukegan, IL 60087
<b>Lake County Communities</b>					
15	Village of Antioch	1,200	tons	Dennis Heimbrodt 796 Holbek Drive Antioch, IL 60002 Ph: (847) 395-1881 dheimbrodt@antioch.il.gov	796 Holbek Drive Antioch, IL 60002
16	Village of Beach Park	750	tons	Gene Gross 40185 Glendale Road Beach Park, IL 60099 Ph: (847) 878-4429 gina.nelson@villageofbeachpark.com	40185 Glendale Road Beach Park, IL 60099
17	Village of Buffalo Grove	1,200	tons	Brett Robinson 51 Raupp Boulevard Buffalo Grove, IL 60089 Ph: (847) 459-2525 brobinson@vbg.org	51 Raupp Boulevard Buffalo Grove, IL 60089
18	Village of Cary	1,800	tons	Erik Morimoto 454 Cary Woods Circle Cary, IL 60013 Ph: (847) 474-8104 EMORIMOTO@CARYILLINOIS.COM	454 Cary Woods Circle Cary, IL 60013

## 2017 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	Quantity: Estimated Usage		Contact Information	Delivery Location
19	Village of Deerfield	1,500	tons	Robert Phillips 465 Elm Street Deerfield, IL 60015 Ph: (847) 719-7464 rphillips@deerfield.il.us	465 Elm Street Deerfield, IL 60015
20	Village of Fox River Grove	500	tons	John Reese 1215 Hillcrest Avenue Fox River Grove, IL 60021 Ph: (847) 639-8165 / (847) 239-4422 j.reese@foxrivergrove.org	1215 Hillcrest Avenue Fox River Grove, IL 60021
21	Village of Grayslake	1,600	tons	Peter Riggs 585 Berry Avenue Grayslake, IL 60030 Ph: (847) 815-8943 priggs@villageofgrayslake.com	585 Berry Avenue Grayslake, IL 60030
22	Village of Gurnee	800	tons	Thomas Rigwood / Jake Balmes 1151 Kilborne Road Gurnee, IL 60031 Ph: (847) 599-6800 trigwood@village.gurnee.il.us	1151 Kilborne Road Gurnee, IL 60031
23	Village of Hainesville	250	tons	Terrence L. Grom 389 West Main Street Hainesville, IL 60073 Ph: (847) 343-3364 / (847) 223-2032 tgrom@reftd.com	389 West Main Street Hainesville, IL 60073
24	City of Highland Park	2,000	tons	Ramesh Kanapareddy 1150 Half Day Road Highland Park, IL 60035 Ph: (847) 432-0807 rkanapareddy@cityhpil.com	1150 Half Day Road Highland Park, IL 60035
25	City of Highwood	500	tons	Scott Coren 552 Bank Lane Highland Park, IL 60040 Ph: (847)-302-0087 scoren@cityofhighwood.org	552 Bank Lane Highland Park, IL 60040
26	Village of Island Lake	600	tons	Brian Bartnick 3720 Greenleaf Avenue Island Lake, IL 60042 Ph: (847) 528-8767 brian.bartnick@voislk.com	3720 Greenleaf Avenue Island Lake, IL 60042
27	Village of Kildeer	800	tons	Michael Talbett 500 Rose Road, Lake Zurich, IL 60047 Ph: (847) 438-6000 mtalbett@villageofkildeer.com	500 Rose Road, Lake Zurich, IL 60047

## 2017 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	Quantity: Estimated Usage		Contact Information	Delivery Location
28	City of Lake Forest	1,000	tons	Michael Thomas 800 N. Field Drive Lake Forest, IL 60045 Ph: (847) 810-3540 thomas@m@cityoflakeforest.com	800 N. Field Drive Lake Forest, IL 60045
29	Village of Lake Villa	500	tons	Glenn McCollum 222 South Oakknoll Lake Villa, IL 60046 Ph: (847) 356-6100 gmccollum@lake-villa.org	222 South Oakknoll Lake Villa, IL 60046
30	Village of Libertyville	2,400	tons	Michael R. Brady 600 North Avenue Libertyville, IL 60048 Ph: (847) 362-3434 mbrady@libertyville.com	600 North Avenue Libertyville, IL 60048
31	Village of Lincolnshire	450	tons	Bradford Woodbury One Olde Half Day Road Lincolnshire, IL 60069 Ph: (847) 913-2381 bwoodbury@lincolnshireil.gov	One Olde Half Day Road Lincolnshire, IL 60069
32	Village of Lindenhurst	700	tons	Dave Battaglia 2060 Grasslake Road Lindenhurst, IL 60046 Ph: (847) 356-1765 dbattaglia@lindenhurstil.org	2060 Grasslake Road Lindenhurst, IL 60046
33	Village of Long Grove	1,440	tons	David Lothspeich 1980 S. Highway 83 Grayslake, IL 60030 Ph: (847) 634-9440 dlothspeich@longgrove.net	1980 S. Highway 83 Grayslake, IL 60030
34	Village of Mundelein	1,800		Craig Schaul / Joe DeVito 440 E. Crystal Street Mundelein, IL 60060 Ph: (847) 949-3270 / (847) 878-1356 (cell) cschaul@mundelein.org	440 E. Crystal Street Mundelein, IL 60060
35	City of Park City	150	tons	Kenneth Magnus 333 Teske Boulevard Park City, IL 60085 Ph: (847) 623-5030 kenneth.magnus@parkcityil.org	333 Teske Boulevard Park City, IL 60085
36	Village of Round Lake	1,200	tons	Adam Wedoff 751 W. Townline Road Round Lake, IL 60073 Ph: (847) 546-0962 awedoff@eroundlake.com	751 W. Townline Road Round Lake, IL 60073

## 2017 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	Quantity: Estimated Usage		Contact Information	Delivery Location
37	Village of Round Lake Beach	500	tons	Scott Hills 911 Lotus Drive Round Lake Beach, IL 60073 Ph: (847) 546-8752 shilts@rlbeach.org	911 Lotus Drive Round Lake Beach, IL 60073
38	Village of Round Lake Heights	150	tons	Bud Kowalski 619 West Pontiac Court Round Lake Heights, IL 60073 Ph: (224) 538-8542 budk23@comcast.net	619 West Pontiac Court Round Lake Heights, IL 60073
39	Village of Vernon Hills	760	tons	Carissa Hansen 490 Greenleaf Drive Vernon Hills, IL 60061 Ph: (847) 367-3726 carissah@vhills.org	490 Greenleaf Drive Vernon Hills, IL 60061
40	Village of Wadsworth	700	tons	Moses Amidei 14155 West Wadsworth Road Wadsworth, IL 60083 Ph: (847) 336-7771 mamidei@villageofwadsworth.org	14155 West Wadsworth Road Wadsworth, IL 60083
41	Village of Wauconda	700	tons	Brad C. Fink 302 Slocum Lake Road Wauconda, IL 60084 Ph: (847) 526-9610 bfink@wauconda-il.gov	302 Slocum Lake Road Wauconda, IL 60084

**INTENTIONALLY**

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and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

**Key to abbreviations**

NDA = No data available

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Project: 2017 PATROL 1 - ROCK SALT  
 Description: FURNISH AND DELIVER ROCK SALT

Section: 17-00000-05-GM  
 CPMS Pin: B-01094b  
 Let Date: 4/12/2016

**Summary of Bids Received**

Bidder	Address	City, State, Zip	Bond/Check
Cargill, Inc. - Deicing Technology Business	24950 Country Club Blvd. #450	North Olmsted, OH 44070	Bid Bond
Compass Minerals America, Inc.	9900 W. 109th Street, Suite 100	Overland Park, KS 66210	Bid Bond
Morton Salt, Inc.	123 N. Wacker Drive	Chicago, IL 60606	Bid Bond
The Detroit Salt Company	12841 Sanders	Detroit, MI 48217	Bid Bond

THE LOW BIDS FOR EACH AGENCY, (80%-120%, 120% - 150% & EARLY DELIVERY) ARE HIGHLIGHTED

Early Delivery unit price is for delivery between July 15, 2016 and November 1, 2016; 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2016.

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company
Lake County						
1	TONS	15000.0	80% - 120% UNIT PRICE	\$72.000	\$66.620	\$59.500
			120% - 150% UNIT PRICE	\$79.000	\$71.620	\$64.500
			EARLY DELIVERY UNIT PRICE	\$72.000	\$66.620	\$59.500
2	TONS	650.0	80% - 120% UNIT PRICE	\$73.540	\$66.620	\$59.780
			120% - 150% UNIT PRICE	\$80.540	\$71.620	\$64.780
			EARLY DELIVERY UNIT PRICE	\$73.540	\$66.620	\$59.750
Lake County Townships						
3	TONS	300.0	80% - 120% UNIT PRICE	\$73.520	\$65.800	\$61.950
			120% - 150% UNIT PRICE	\$80.520	\$70.800	\$66.950
			EARLY DELIVERY UNIT PRICE	\$73.520	\$65.800	\$61.950
4	TONS	800.0	80% - 120% UNIT PRICE	\$73.970	\$67.500	\$63.220
			120% - 150% UNIT PRICE	\$80.970	\$72.500	\$68.220
			EARLY DELIVERY UNIT PRICE	\$73.970	\$67.500	\$63.220
5	TONS	800.0	80% - 120% UNIT PRICE	\$70.700	\$69.340	\$62.500
			120% - 150% UNIT PRICE	\$77.700	\$74.340	\$67.500
			EARLY DELIVERY UNIT PRICE	\$70.700	\$69.340	\$62.500

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company		
Lake County Townships (continued)								
6	Fremont Township	TONS	1300.0	80% - 120% UNIT PRICE	\$72.460	\$67.500	\$59.500	\$68.520
				120% - 150% UNIT PRICE	\$79.460	\$72.500	\$64.500	\$73.520
				EARLY DELIVERY UNIT PRICE	\$72.460	\$67.500	\$59.500	\$68.520
7	Grant Township	TONS	1600.0	80% - 120% UNIT PRICE	\$73.460	\$67.500	\$60.220	\$69.380
				120% - 150% UNIT PRICE	\$80.460	\$72.500	\$65.220	\$74.380
				EARLY DELIVERY UNIT PRICE	\$73.460	\$67.500	\$60.220	\$69.380
8	Lake Villa Township	TONS	1750.0	80% - 120% UNIT PRICE	\$73.900	\$66.620	\$59.780	\$69.380
				120% - 150% UNIT PRICE	\$80.900	\$71.620	\$64.780	\$74.380
				EARLY DELIVERY UNIT PRICE	\$73.900	\$66.620	\$59.780	\$69.380
9	Libertyville Township	TONS	800.0	80% - 120% UNIT PRICE	\$75.220	\$66.620	\$62.500	\$66.480
				120% - 150% UNIT PRICE	\$82.220	\$71.620	\$67.500	\$71.480
				EARLY DELIVERY UNIT PRICE	\$75.220	\$66.620	\$62.500	\$66.480
10	Newport Township	TONS	200.0	80% - 120% UNIT PRICE	\$72.990	\$65.800	\$66.950	\$67.950
				120% - 150% UNIT PRICE	\$79.990	\$70.800	\$71.950	\$72.950
				EARLY DELIVERY UNIT PRICE	\$72.990	\$65.800	\$66.950	\$67.950
11	Vernon Township	TONS	550.0	80% - 120% UNIT PRICE	\$74.070	\$68.610	\$61.570	\$66.690
				120% - 150% UNIT PRICE	\$81.070	\$73.610	\$66.570	\$71.690
				EARLY DELIVERY UNIT PRICE	\$74.070	\$68.610	\$61.570	\$66.690
12	Warren Township	TONS	3200.0	80% - 120% UNIT PRICE	\$70.270	\$65.800	\$58.950	\$68.520
				120% - 150% UNIT PRICE	\$77.270	\$70.800	\$63.950	\$73.520
				EARLY DELIVERY UNIT PRICE	\$70.270	\$65.800	\$58.950	\$68.520
13	Wauconda Township	TONS	800.0	80% - 120% UNIT PRICE	\$73.050	\$68.260	\$62.850	\$68.520
				120% - 150% UNIT PRICE	\$80.050	\$73.260	\$67.850	\$73.520
				EARLY DELIVERY UNIT PRICE	\$73.050	\$68.260	\$62.850	\$68.520

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company		
Lake County Townships (continued)								
14	Waukegan Township	TONS	120.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$72.940 \$79.940 \$72.940	\$66.620 \$71.620 \$66.620	\$67.780 \$72.780 \$67.780	\$67.950 \$72.950 \$67.950
Lake County Communities								
15	Village of Antioch	TONS	1200.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$74.980 \$81.980 \$74.980	\$65.800 \$70.800 \$65.800	\$58.950 \$63.950 \$58.950	\$70.060 \$75.060 \$70.060
16	Village of Beach Park	TONS	750.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$74.070 \$81.070 \$74.070	\$65.070 \$70.070 \$65.070	\$58.950 \$63.950 \$58.950	\$67.950 \$72.950 \$67.950
17	Village of Buffalo Grove	TONS	1200.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$74.260 \$81.260 \$74.260	\$69.210 \$74.210 \$69.210	\$58.570 \$63.570 \$58.570	\$66.690 \$71.690 \$66.690
18	Village of Cary	TONS	1800.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$73.740 \$80.740 \$73.740	\$70.680 \$75.680 \$70.680	\$59.850 \$64.850 \$59.850	\$67.950 \$72.950 \$67.950
19	Village of Deerfield	TONS	1500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$73.180 \$80.180 \$73.180	\$68.260 \$73.260 \$68.260	\$58.570 \$63.570 \$58.570	\$65.740 \$70.740 \$65.740
20	Village of Fox River Grove	TONS	500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$72.520 \$79.520 \$72.520	\$69.960 \$74.960 \$69.960	\$62.850 \$67.850 \$62.850	\$67.950 \$72.950 \$67.950
21	Village of Grayslake	TONS	1600.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$72.910 \$79.910 \$72.910	\$66.620 \$71.620 \$66.620	\$59.780 \$64.780 \$59.780	\$698.520 \$73.520 \$698.520

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company		
Lake County Communities (continued)								
22	Village of Gurnee	TONS	1000.0	80% - 120% UNIT PRICE	\$72.840	\$65.800	\$58.950	\$66.480
				120% - 150% UNIT PRICE	\$79.840	\$70.800	\$63.950	\$71.480
				EARLY DELIVERY UNIT PRICE	\$72.840	\$65.800	\$58.950	\$66.480
23	Village of Hainesville	TONS	250.0	80% - 120% UNIT PRICE	\$73.110	\$66.620	\$68.220	\$68.520
				120% - 150% UNIT PRICE	\$80.110	\$71.620	\$73.220	\$73.520
				EARLY DELIVERY UNIT PRICE	\$73.110	\$66.620	\$68.220	\$68.520
24	City of Highland Park	TONS	2000.0	80% - 120% UNIT PRICE	\$73.280	\$68.260	\$58.570	\$66.530
				120% - 150% UNIT PRICE	\$80.280	\$73.260	\$63.570	\$71.530
				EARLY DELIVERY UNIT PRICE	\$73.280	\$68.260	\$58.570	\$66.530
25	City of Highwood	TONS	500.0	80% - 120% UNIT PRICE	\$73.260	\$66.260	\$61.570	\$65.740
				120% - 150% UNIT PRICE	\$80.260	\$73.260	\$66.570	\$70.740
				EARLY DELIVERY UNIT PRICE	\$73.260	\$66.260	\$61.570	\$65.740
26	Village of Island Lake	TONS	600.0	80% - 120% UNIT PRICE	\$74.020	\$69.340	\$63.220	\$68.520
				120% - 150% UNIT PRICE	\$81.020	\$74.340	\$68.220	\$73.520
				EARLY DELIVERY UNIT PRICE	\$74.020	\$69.340	\$63.220	\$68.520
27	Village of Kliddeer	TONS	800.0	80% - 120% UNIT PRICE	\$73.780	\$69.340	\$62.500	\$66.480
				120% - 150% UNIT PRICE	\$80.780	\$74.340	\$67.500	\$71.480
				EARLY DELIVERY UNIT PRICE	\$73.780	\$69.340	\$62.500	\$66.480
28	City of Lake Forest	TONS	1000.0	80% - 120% UNIT PRICE	\$72.130	\$67.500	\$59.150	\$66.690
				120% - 150% UNIT PRICE	\$79.130	\$72.500	\$64.150	\$71.690
				EARLY DELIVERY UNIT PRICE	\$72.130	\$67.500	\$59.150	\$66.690
29	Village of Lake Villa	TONS	500.0	80% - 120% UNIT PRICE	\$74.580	\$66.620	\$59.780	\$69.680
				120% - 150% UNIT PRICE	\$81.580	\$71.620	\$64.780	\$74.380
				EARLY DELIVERY UNIT PRICE	\$74.580	\$66.620	\$59.780	\$69.680

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company		
Lake County Communities (continued)								
30	Village of Libertyville	TONS	2400.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$72.760	\$68.120 \$73.120 \$68.120	\$59.500 \$64.500 \$59.500	\$66.480 \$71.480 \$66.480
31	Village of Lincolnshire	TONS	450.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$72.600 \$79.600 \$72.600	\$68.260 \$73.260 \$68.260	\$62.150 \$67.150 \$62.150	\$66.690 \$71.690 \$66.690
32	Village of Lindenhurst	TONS	700.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$74.880 \$81.880 \$74.880	\$66.620 \$71.620 \$66.620	\$59.780 \$64.780 \$59.780	\$69.380 \$74.380 \$69.380
33	Village of Long Grove	TONS	1440.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$73.190 \$80.190 \$73.190	\$66.620 \$71.620 \$66.620	\$59.850 \$64.850 \$59.850	\$67.950 \$72.950 \$67.950
34	Village of Mundelein	TONS	1800.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$74.010 \$81.010 \$74.010	\$67.500 \$72.500 \$67.500	\$59.500 \$64.500 \$59.500	\$67.950 \$71.480 \$67.950
35	City of Park City	TONS	150.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$72.740 \$79.740 \$72.740	\$66.620 \$71.620 \$66.620	\$67.780 \$72.780 \$67.780	\$66.480 \$71.480 \$66.480
36	Village of Round Lake	TONS	1200.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$73.730 \$80.730 \$73.730	\$67.500 \$72.500 \$67.500	\$60.220 \$65.220 \$60.220	\$68.520 \$73.520 \$68.520
37	Village of Round Lake Beach	TONS	500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$75.020 \$82.020 \$75.020	\$67.500 \$72.500 \$67.500	\$63.220 \$68.220 \$63.220	\$68.520 \$73.520 \$68.520

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc	The Detroit Salt Company		
Lake County Communities (continued)								
38	Village of Round Lake Heights	TONS	150.0	80% - 120% UNIT PRICE	\$75.560	\$68.420	\$67,920	\$69,380
				120% - 150% UNIT PRICE	\$82.560	\$73.420	\$72,920	\$74,380
				EARLY DELIVERY UNIT PRICE	\$75.560	\$68.420	\$67,920	\$69,380
39	Village of Vernon Hills	TONS	760.0	80% - 120% UNIT PRICE	\$73.330	\$68.260	\$62,150	\$66,480
				120% - 150% UNIT PRICE	\$80.330	\$73.260	\$67,150	\$71,480
				EARLY DELIVERY UNIT PRICE	\$73.330	\$68.260	\$62,150	\$66,480
40	Village of Wadsworth	TONS	700.0	80% - 120% UNIT PRICE	\$74.030	\$65.800	\$58,950	\$67,950
				120% - 150% UNIT PRICE	\$81.030	\$70.800	\$63,950	\$72,950
				EARLY DELIVERY UNIT PRICE	\$74.030	\$65.800	\$58,950	\$67,950
41	Village of Wauconda	TONS	700.0	80% - 120% UNIT PRICE	\$74.190	\$68.420	\$62,850	\$67,950
				120% - 150% UNIT PRICE	\$81.190	\$73.420	\$67,850	\$72,950
				EARLY DELIVERY UNIT PRICE	\$74.190	\$68.420	\$62,850	\$67,950



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2016

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

<b>PRODUCER</b> Willis of Illinois, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		<b>CONTACT NAME:</b> PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
<b>INSURED</b> Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> HDI-Gerling America Insurance Company	<b>NAIC#</b> 41343-001
		<b>INSURER B:</b> Zurich American Insurance Company	16535-005
		<b>INSURER C:</b> Zurich American Insurance Company	16535-000
		<b>INSURER D:</b> American Zurich Insurance Company	40142-002
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 24385319

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLD11429-06	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		BAP622120902	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100,000			CUD11430-06	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWS622121402 WC622121202 WC622121302	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Work Site: 585 Berry Avenue, Grayslake, IL

OH WC Policy #EWS622121402: OH-SIR \$500,000.

Completion Date: November 1, 2016

Coverage for XCU and Contractual Liability is provided under General Liability policy.

### CERTIFICATE HOLDER

### CANCELLATION

Village of Grayslake  
10 S. Seymour Avenue  
Grayslake, IL 60030

AUTHORIZED REPRESENTATIVE

*Andrea Paris*

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



May 3, 2016

Morton Salt, Inc.  
123 North Wacker Drive  
Chicago, IL 60606

Re: 2017 Patrol 1 Maintenance – Salt (Lake County Joint Bid for Bulk Rock Salt)

The Village of Grayslake has awarded the contract for **furnishing and delivering bulk rock salt** to your firm.

Please sign and return the enclosed contract documents and certificate of insurance listing the Village of Grayslake as an additional insured with all endorsements.

If you have any questions, please feel free to contact me at (847) 223-8515.

Sincerely,

VILLAGE OF GRAYSLAKE

Brett Kryska  
Administrative Services & Contracting Manager

*Mayor: Rhiett Taylor*  
*Trustees: Bruce R. Bassett - Amy Edwards - Shawn M. Vogel - Ronald L. Jarvis - Kevin D. Waldenstrom - Elizabeth Davies*  
*Village Clerk: Cynthia E. Lee*