Item #2:
Res. Authorizing Purchase Of Bulk Salt

VILLAGE OF LONG GROVE
RESOLUTION NO. 2016-R-__

RESOLUTION APPROVING A PURCHASE OF ROCK SALT

WHEREAS, the Village has determined that it desires to purchase rock salt through the County Of Lake Joint Purchasing Requisition Program ("***Rock Salt Purchase***"); and

WHEREAS, the Village Manager has recommended that the Village approve a proposal through the Lake County 2016 Patrol 1 Maintenance - Salt Section16-00000-00-GM bid for the Rock Salt Purchase in a total expenditure amount not to exceed $_____; and

WHEREAS, the President and Board of Trustees, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the Recommended Bid;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: **Recitals.** The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section 2: **Approval**. The President and Board of Trustees hereby approves the Recommended Proposal at a total expenditure not to exceed $_____ and authorizes the Village Manager to execute a contract therefor; provided that the Village first receives an executed contract in a form acceptable to the Village Manager in consultation with the Village Attorney.

Section 3: **Effective Date**. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 12th day of April, 2016.

AYES: (__) Trustees

NAYS: (__)

ABSENT: (__)

APPROVED this 12th day of April, 2016.

_____
Angela Underwood, Village President

ATTEST:

_____
Heidi Locker- Scheer, Village Clerk

DRAFT

EXHIBIT A

Purchasing Agreement

RETURN WITH BID

Illinois Department of Transportation

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. 16-00000-00-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

For County and Road District Projects

Submitted/Approved

Not Applicable

Highway Commissioner

Date

Submitted/Approved

P.J. Trigg /AS

County Engineer/~~Superintendent of Highways~~

3/16/16

Date

Department of Transportation

☐ Released for bid based on limited review

P.J. Trigg /AS

Regional Engineer

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

3/16/16

Date

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

RETURN WITH BID

County Lake
Local Public Agency LCDOT
Section Number 16-00000-00-GM
Route Various County Highways

NOTICE TO BIDDERS

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 (Address) until 10:00 A.M. (Time) on April 12, 2016 (Date)

1. Plans and proposal forms will be available online at http://www.lakecountyil.gov/Transportation/Business/Bids-Roadwork.htm or at the office of the Lake County Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048 (Address)
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, Section16-00000-00-GM".

By Order of County Board of Lake County (Awarding Authority) March 16, 2016 (Date) Paula J Trigg, County Engineer (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 _____

Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route: Various County Highways
County: Lake
Local Agency: LCDOT
Section: 16-00000-00-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) _____ (Company Name)

By: _____ (Signature and Title) By: _____ (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

BLR 12230 (Rev. 7/05

CONTRACTOR/ SUPPLIER

PLEASE REPLACE THIS PAGE WITH YOUR COMPLETED LCDOT CBID PRINTOUT

SPECIAL PROVISION

TABLE OF CONTENTS

NOTICE TO ALL BIDDERS 1

LOCATION OF SALT FACILITIES 2

DESCRIPTION OF WORK 2

DIVISION 100. GENERAL REQUIREMENTS AND CONTRACTS

SECTION 102 ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION 3

SHARED SERVICES 4

SHARED SERVICES BIDDING 4

PROPOSAL GUARANTY 5

PERFORMANCE BOND 5

ARTICLE 105.27 INSURANCE 5

PREQUALIFICATION 5

BULK ROCK SALT

DESCRIPTION 6

MATERIALS 6

GENERAL 6

QUANTITIES 6

STOCKING REQUIREMENTS 7

ORDERING 7

DELIVERY 8

TERM 8

ESCALATOR PROVISION 9

BASIS OF PAYMENT 9

LIQUIDATED DAMAGES 9

IDOT RECURRING SPECIAL PROVISIONS

LRS 11 SPECIAL PROVISION FOR EMPLOYMENT PRACTICES **11**

INDEX OF CHECK SHEETS **13**

NOTICE TO ALL BIDDERS

DO NOT REMOVE ANY SHEETS* SUPPLYED WITH THIS NOTICE:

EACH SHEET IS A PART OF THE AGREEEMENT 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 **16-00000-00-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
Standard Specifications for Road and Bridge Construction	April 1, 2016
Manual on Uniform Traffic Control Devices for Streets and Highways Illinois Supplement	2009 Edition March 2010
Supplemental Specifications and Recurring Special Provisions (indicated on the Check Sheet included herein)	April 1, 2016
Standard Specifications for Water & Sewer Main Construction in Illinois	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

BLANK

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.

(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.

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:

RECURRING SPECIAL PROVISIONS

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

2016 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	Quantity: Estimated Usage		Contact Information	Delivery Location
				Lake County	
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
				Lake County Townships	
3	Antioch Township	300	tons	Mark Ring 933 Bartlett Avenue Antioch, IL 60002 Ph: (847) 395-2070 antiochtownshiphwy@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 Molidor Road Ingleside, IL 60041 Ph: (847) 546-7623 road5467@msn.com	26535 Molidor 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

2016 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@vernontownship.com	3050 N. Main Street Buffalo Grove, IL 60089
12	Warren Township	3,200	tons	Amy Sarver 17801 W. Washiongton Street Gurnee, IL 60031 Ph: (847) 244-1101 Ext.3 highway@warrentownship.net	17801 W. Washiongton 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
	Lake County Communities				
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

2016 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) 639-6165 / (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@reltd.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) 526-8767 brian.bartnick@voislk.com	3720 Greenleaf Avenue
27	Village of Kildeer	800	tons	Michael Talbett 500 Rose Road, Lake Zurich, IL 60047 Ph: (847) 438-6000 mtalbett@villageofkildeer.com	Island Lake, IL 60042

2016 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 thomasm@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 Pake City, IL 60085 Ph: (847) 623-5030 kenneth.magnus@parkcityil.org	333 Teske Boulevard Pake 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

2016 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	Quantity: Estimated Usage		Contact Information	Delivery Location
37	Village of Round Lake Beach	500	tons	Scott Hilts 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 Kioalski 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