



Local Public Agency Formal Contract

Contractor's Name

Compass Minerals America Inc.

Contractor's Address

9900 W. 109th St

City

Overland Park

State

KS

Zip Code

66210

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-0SALT-02-MS

Street Name/Road Name

2025 Salt Purchase

Type of Funds

MFT and other funds

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

William C. Eide 7/15/2025

County Engineer
On behalf of IDOT pursuant to
Agreement of Understanding
dated June 18, 2024

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
County of DuPage	2025 Salt Purchase	DuPage	25-0SALT-02-MS

1. THIS AGREEMENT, made and concluded the 24th day of June 2025 between the County of DuPage, known as the party of the first part, and Compass Minerals America Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-0SALT-02-MS in County of DuPage, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The County of DuPage
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

[Signature]

(SEAL, if required by the LPA)



(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By: *[Signature]* 7-2-2025

(If a Corporation)

Corporate Name

Compass Minerals America Inc.

President, Party of the Second Part Signature & Date

By: *[Signature]* 6/30/2025
- Sean Lierz, Senior Manager Highway Sales

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Illinois Department
of Transportation

executed in triplicate
BOND NUMBER: 014261936

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	2025 Salt Purchase	25-0SALT-02-MS

Bond information to be returned to Local Public Agency at Div. of Trans., 421 N. County Farm Rd, Wheaton, IL 60187
Complete Address

We, Compass Minerals America Inc. 9900 W. 109th St., Overland Park, KS 66210
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Delaware as PRINCIPAL, and
State

Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
seven hundred seven thousand nine hundred and 00/100

Dollars (\$707,900.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 27TH day of June, 2025
Day Month and Year

PRINCIPAL

Company Name

Compass Minerals America Inc.

Company Name

By

Signature & Date

Sean Litz 6/30/25

By

Signature & Date

Attest

Signature & Date

[Signature] 6/30/2025

Attest

Signature & Date

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

STATE OF Kansas
COUNTY OF Johnson

I, Alan Emmons, a Notary Public in and for said county, do hereby certify that

Notary Name

Sean Lierz

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of June, 2025
Day Month, Year



Notary Public Signature & Date

[Signature] 6/30/2025

Date commission expires 4/9/2029

SURETY

Name of Surety

Liberty Mutual Insurance Company

Title : ATTORNEY - IN - FACT

By: [Signature]

MARIE DANIEL PRINICAD

* please see CA all-purpose acknowledgement form for surety

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires 7-2-2025

Approved this 24th day of June 2025
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Signature]

County _____ Clerk
Local Public Agency Type _____

Awarding Authority

County of DuPage

Awarding Authority Signature & Date

[Signature] 7-2-2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)County of Orange)On 06-27-2025 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]personally appeared Marie Claire Trinidad -----,
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public: Kathy R. Mair

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Marie Claire Trinidad

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____



POWER OF ATTORNEY

Certificate No: 8204867

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Marie Claire Trinidad

all of the city of Irvine, state of CA 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 1st day of July, 2024.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America



By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
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-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which 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 attorney-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 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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that this 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 27th day of June, 2025



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Proposal Submitted By:

Contractor's Name

Compass Minerals America Inc.

Contractor's Address

9900 W. 109th St.

City

Overland Park

State

KS

Zip Code

66210

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-0SALT-02-MS

Street Name/Road Name

2025 Salt Purchase

Type of Funds

MFT and other funds

☒ Material proposal ☐ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

William C. Edison 7/15/2025

County Engineer
On behalf of IDOT pursuant to
Agreement of Understanding
dated June 18, 2024

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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

Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 Name of Office
until 2:00 PM on 06/05/25
Address Time Date

1. Plans and proposal forms will be available in the office of

online at
https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

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/Deliver and Install Proposals.
4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. 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, Section 25-0SALT-02-MS".

By Order of

Awarding Authority

County of DuPage

County Engineer/Superintendent of Highways/
Municipal Clerk

William C. Eidson

Date

05/01/25

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

County of DuPage

Awarding Authority Address

421 N. County Farm Road

City

Wheaton

State

IL

Zip Code

60187

If this bid is accepted within 45 days from the 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 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/25, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of 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 paces on the road designed by the awarding authority or its authorized representative.
4. The contractor and/or local public 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.

County of DuPage

DuPage

25-0SALT-02-MS

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.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications,

made payable to: County Treasurer of DuPage .

The amount of the check is (Bid Bond was submitted) ().

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is place in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____).

Discounts will be allowed for payment as follows: _____ calendar days _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

By

Title

Address

City

State

Zip Code

RETURN WITH BID



**Illinois Department
of Transportation**

Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$70.79	\$707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		\$70.79	
Bidder's Total Proposal for Group 1						\$707,900.00

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

Sean Lierz 6/30/25
- Sean Lierz, Senior Manager Highway Sales

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210

RETURN WITH BID



**Illinois Department
of Transportation**

Material Proposal Schedule of Prices

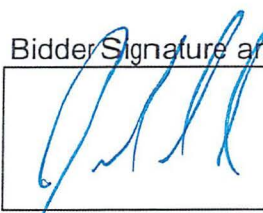
Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

Material Proposal Schedule of Prices

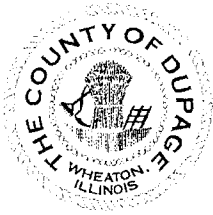
Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$ 70.79	\$ 707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 1					\$	708,900.00
2	ROCK SALT	FOB	TON	45270	\$ 70.79	\$ 3,204,663.30
2	ROCK SALT, EARLY DELIVERY	FOB	TON	1650	\$ 70.79	\$ 116,803.50
2	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 2					\$	3,321,466.80

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

 6/3/25

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-0SALT-02-MS
COMPANY NAME:	Compass Minerals America Inc.
CONTACT PERSON:	Sean Lierz
CONTACT EMAIL:	highwaygroup@compassminerals.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☒ Yes

☐ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Sean Lierz, Sr., Manager Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Joel Gerdes, Director US Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Brenda Blunt, Customer Experience Spcl	800-323-1641 option 1	highwaygroup@compassminerals.com

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Joel Gerdes or Sean Lierz

Signature: 

Title: Director US Highway Sales
Senior Manager Highway Sales

Date: 

RETURN WITH BID

ADDENDUM NO. 1

May 30, 2025

**2025 SALT PURCHASE
SECTION 25-0SALT-02-MS**

The proposal documents include the following forms:

- Affidavit of Illinois Business Office
- References

These forms are **not** required and do not need to be included with the bid.
A revised proposal book will not be issued.

By Order of
County of DuPage

(Awarding Authority)

William C. Eidson, P.E.

County Engineer

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Check Sheet For Recurring Local Roads And Streets Special Provisions

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the proposed improvement designated as Section 25-0SALT-02-MS, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS

(Illinois Department of Transportation Bureau of Local Roads and Streets Special Provision for BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS LRS Check Sheet #7)

Add the following to the section **Prequalification of Bidders**: "Prequalification is not required. Prospective bidders shall submit a Request for Authorization to Bid form to the DuPage County Division of Transportation. The Request for Authorization to Bid shall be submitted at least one business day prior to the public opening of proposals. Authorization to bid will be issued by the DuPage County Division of Transportation to prospective bidders who are qualified to perform the work."

Revise the first sentence of the section **Preparation of the Proposal** to read: "Bidders shall submit their proposals on the form furnished by the Awarding Authority or on a form approved by the Awarding Authority prior to submittal of the Proposal."

Add the following to the section **Preparation of the Proposal**: "Unit prices shall only be accepted rounded to the nearest one-hundredth (0.01) of a dollar."

Add the following to the section **Preparation of the Proposal**: "The low bidder shall complete and submit the IRS W-9 form included in this proposal within 48 hours of being notified as the low bidder. The form shall be emailed to Department at DOTBidInfo@dupagecounty.gov. Bidders may either submit the W-9 form with their bid proposal or wait to be notified that they are the low bidder."

Add the following to the section **Public Opening of Proposals**: "Proposals will only be accepted by bidders who have been issued an authorization to bid by the DuPage County Division of Transportation. Proposals submitted without authorization to bid will be returned unopened."

Add the following to the section **Consideration of Proposals**: "Each Awarding Authority or Agency may consider the amounts bid for their respective work and need not consider the total bid for all agencies."

Revise the first sentence of the section **Requirement of Contract Bond** to read: "The Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in an amount not less than twenty percent (20%) of the full amount of the award as the penal sum. The other participating agencies may require additional individual performance bonds against inadequate performance per all requirements of the bid documents."

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following to Article 107.01: The Department will provide forms or a website for the Contractor and Subcontractors to enter and submit vendor information to comply with Public Act 102-0265.

Article 107.27 Insurance. In addition to the requirements of this Article, the policies of insurance for Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability shall include an additional insured endorsement naming the County of DuPage, its officers and employees as additional insureds. The endorsements shall be on forms acceptable to the County of DuPage. This additional insured is to be on a primary and non-contributory basis and include a Waiver of Subrogation endorsement. Other agencies will require insurance with similar additional insured endorsements.

Employer's Liability insurance shall be in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

Limits of Umbrella Excess Liability (over primary) shall not be less than an amount that in combination with Commercial General Liability totals \$6,000,000 of liability insurance per occurrence. The Umbrella Excess Liability Policy shall include in the "Who is Insured" pages of the policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The contractor shall provide a copy of said section of the excess/umbrella liability policy upon request by the County of DuPage or other agency.

The Contractor shall require all subcontractors to maintain the same insurance coverage required of the contractor. The County of DuPage retains the right to obtain evidence of subcontractor insurance coverage at any time.

Replace the second sentence of the second paragraph (third to last paragraph) of this article with the following: "It is the duty of the Contractor to immediately notify the County of DuPage or other certificate holder if any insurance required under this contract has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of DuPage or other agency of the required insurance coverage, the County of DuPage or other agency shall notify the Contractor that the Contractor can proceed with the work that is a part of this contract. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this contract, and the Contractor shall accept and bear all costs that may result from the cancellation of this contract due to Contractor's failure to provide and maintain the required insurance."

SECTION 109 MEASUREMENT AND PAYMENT

Article 109.08 Acceptance and Final Payment. Add the following to this Article: "Prior to final payment, an affidavit from the Contractor will be required."

SCOPE OF CONTRACT

This work consists of furnishing and delivering bulk rock salt to the DuPage County Division of Transportation ("County") and other local units of government within DuPage County ("Agencies") for snow and ice control.

TERM OF CONTRACT

This contract shall be in effect for one year from the date of issuance. DuPage County and other participating agencies 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 contractor. DuPage County and other participating agencies may update their locations and quantities in the event of a renewal.

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 before 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 contractor 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 and other agencies reserve the right to reject any price increase request.

BULK ROCK SALT**MATERIALS**

- Bulk Rock Salt shall meet the requirements of AASHTO Specification M143, Sodium Chloride Type 1, Grade 1
- Bulk rock salt shall be 95 to 98 percent pure sodium chloride.
- The maximum moisture content shall be no more than two and one-half percent (2.5%).
- Reclaimed or re-crushed rock salt will not be accepted.
- Deliveries of rock salt shall be free of any foreign materials (e.g., mud, rocks, wood, tarpaulins, etc.). The contractor shall be informed of the reason for rejection and removal within two (2) working days.
- All salt shall be lump-free. No salt with lumps larger than two (2) inches in diameter will be accepted and loads with lumps larger than two (2) inches will be rejected.
- Rejected loads shall be separated, and the contractor shall be informed of the reason for rejection. The contractor is required to replace the rejected load within 2 business days.

Bulk rock salt that does not meet the above standards may be rejected. Rejected loads will be replaced at the contractor's expense within 5 business days.

DELIVERY REQUIREMENTS

- DuPage County and other participating agencies will issue individual releases for bulk rock salt.
- Orders shall be shipped within three (3) working days from the order date and completed within seven (7) working days.
- Deliveries will not be accepted outside of agreed-upon hours.
- All order releases shall be delivered to completion unless mutually agreed upon.
- All salt deliveries shall be made with trucks equipped with tailgate dump trailers.
- All trucks shall be covered with approved waterproof material.
- The contractor shall ensure that upon delivery, the driver inspects the inside of the trailer and confirms that all salt has been removed before leaving the point of delivery.

- Each delivery shall be accompanied by a delivery ticket. The ticket shall be a certified scale ticket indicating the gross, tare, and net weight of each truckload of rock salt. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct.
- Deliveries shall not be made without an authorized representative from the participating agency present during dumping.
- Delivery tickets shall be signed by an authorized representative from the agency.
- All agencies reserve the right to require that delivery trucks be directed to a local scale to check the accuracy of the delivered loads.
- The actual tonnage delivered by the contractor shall be within twenty (20) tons of the ordered tonnage unless mutually agreed upon by both parties.
- The contractor shall notify the agency of the trucking firm that will be delivering the salt, as well as the contact's name, address, and phone number of said trucking firm. The contractor shall supply the same information for the terminal location.
- The contractor and/or carrier shall call to schedule deliveries 24-48 hours in advance.
- The contractor shall be responsible for all deliveries, accepting order releases, and communicating order information to the trucking firms.
- The contractor is solely responsible for the carrier's failure to meet any of the requirements in this contract.

PRICING

- Each agency which awards a contract agrees to purchase a minimum of 80% of their quantities.
- If an agency does not utilize or order 80% of its Standard Delivery quantities by the end of the contract period, it agrees to pay the contractor for the remaining 80%. The undelivered rock salt shall be stored for up to 1 year from the contract expiration date. Delivery arrangements shall be mutually agreed upon between the agency and the contractor. The contractor will handle this at no additional charge.
 - The agency agrees to notify the contractor of the remaining salt balance and to arrange for payment prior to the expiration of the contract.
 - The agency agrees to accept all the remaining salt from the prior year before placing any orders from a new contract.
- Unit prices shall be honored up to 130% of the quantities listed in the Schedule of Prices. If a unit price is not entered for this item, then the unit price for ROCK SALT shall be used.
- Bidders shall enter a unit price for quantities greater than 130% and less than 150%.
- Early Delivery pricing shall apply to those agencies for which quantities have been designated in the Schedule of Prices and when salt is ordered for delivery between May 1 and December 1 of any year. Agencies without quantities designated for early delivery may order salt prior to December 1 but would not receive the pricing to reflect such early delivery.

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2025 Salt Purchase

Sec. 25-0SALT-02-MS

GROUP 1

Deliveries shall be made Monday through Friday excluding weekends and holidays between the listed hours. Arrangements can be made for after-hours and weekend deliveries to maintain a prompt order delivery schedule. DuPage County Division of Transportation sites include:

- 140 N. County Farm Road, Wheaton IL - 6:30 a.m. – 2:00 p.m.
- 7900 S. Rt 53, Woodridge IL - 7:00 a.m. – 2:00 p.m.

GROUP 2

The contractor and the participating agencies will agree upon delivery conditions and hours after the contract is awarded.

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Group 2 delivery sites and contacts include:

Municipality	Primary Contact	Bill To Address	Ship-To Address	Estimated Quantities (tons)	
				Early Delivery	Standard Delivery
Addison Township	Don Holod donh@addisontownship.com	411 West Potter Street Wood Dale, IL 60191	411 West Potter Wood Dale, IL 60191	-	600
Addison, Village of	Ron Remus rremus@addison-il.org	1491 W Jeffrey Drive Addison, Illinois 60101	1491 W Jeffrey Drive Addison, Illinois 60101	-	2,200
Aurora, City of	Jolene Coulter coulterj@aurora.il.us	44 E. Downer Place Aurora, IL 60507	<u>Site 1:</u> 720 N. Broadway <u>Site 2:</u> 2100 E. New York Street Aurora, IL 60505	-	5,000
Bartlett, Village of	Mike Warmus mwarmus@bartlett.il.gov	228 S. Main St Bartlett, IL 60103	<u>Site 1:</u> 1150 Bittersweet Dr <u>Site 2:</u> 315 E. Devon Ave Bartlett, IL 60103	-	500
Bensenville, Village of	Frank Palumbo fpalumbo@bensenville.il.us	12 S. Center St Bensenville, IL 60106	717 E. Jefferson St Bensenville, IL 60106	-	500
Bloomington Township	Bob Nogan highway@bloomingtontownship.com	6N030 Rosedale Ave Bloomington, IL 60108	6N030 Rosedale Ave Bloomington, IL 60108	-	1,200
Bloomington, Village of	Elias Vega vegae@vil.bloomington.il.us	201 South Bloomington Road Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	-	1,300
Carol Stream, Village of	Jason Pauling jpauling@carolstream.org	500 North Gary Ave. Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	-	1,700
Clarendon Hills, Village of	Brendan McLaughlin bmclaughlin@clarendonhills.us	1 N Prospect Clarendon Hills, IL 60514	452 Park Avenue Clarendon Hills, IL 60514	-	400
Darien, City of	Dan Gombac dgombac@darienil.gov	1702 Plainfield Rd. Darien, IL 60561	1041 S. Frontage Rd. Darien, IL 60561	-	1,500
Downers Grove Township	Dave Smith highway@dgtdownersgrove.com	4340 Prince St. Downers Grove, IL 60515	318 E Quincy Westmont, IL 60559	100	1,100

SPECIAL PROVISIONS
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Downers Grove, Village of	John Tucker jtucker@downers.us	5101 Walnut Ave Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	1,200	-
DuPage Airport Authority	Karin Kietzman kkietzman@dupageairport.gov	2700 International Drive Suite 200 West Chicago, IL 60185	Maintenance Building 2751 Aviation Avenue West Chicago, IL 60185	-	120
Elmhurst, Village of	Kim McGrew kim.mcgrew@elmhurst.org	209 N York St Elmhurst, IL 60126	985 S Riverside Dr Elmhurst, IL 60126	-	2,500
Glen Ellyn, Village of	Justin Ross jross@glenellyn.org	535 Duane St. Glen Ellyn, IL 60137	<u>Site 1:</u> 30 S. Lambert <u>Site 2:</u> 1051 St. Charles Rd. Glen Ellyn, IL 60137	350	950
Hanover Park, Village of	Thomas Moore tmoore@hpil.org	2041 West Lake Street Hanover Park, IL. 60133	2041 west Lake Street Hanover Park, IL. 60133	-	1,200
Hinsdale, Village of	Rich Roehn rroehn@villageofhinsdale.org	19 E Chicago Ave Hinsdale, IL 60521	225 Symonds Dr Hinsdale, IL 60521	-	600
Itasca, Village of	Michael Subers msubers@itasca.com	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	-	1,000
Lisle Township	Marty Srail highway@lisletownship.com	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	-	800
Lisle, Village of	Jason Elias jelias@villageoflisle.org	925 Burlington Ave Lisle, IL 60532	4905 Yackley Ave Lisle, IL 60532	-	1,200
Lombard, Village of	Tom Ellis ellist@villageoflombard.org	255 E Wilson Ave. Lombard, IL 60148	<u>Site 1:</u> 1135 N Garfield <u>Site 2:</u> 282 E Central Ave. Lombard, IL 60148	-	3,500
Milton Township	Gary Muehlfelt Kasi Steinhilber mthd@miltonhighway.com	23 W 040 Poss St. Glen Ellyn, IL 60137	23 W 040 Poss St. Glen Ellyn, IL 60137	-	1,200
Naperville Township	Eddie Bedford eddieb@napervilletownship.com	31 W 331 North Aurora Road Naperville, IL 60563-1719	31 W 331 North Aurora Road Naperville, IL 60563-1719	-	400
Oak Brook, Village of	John Temes jtemes@oak-brook.org	1200 Oak Brook Rd Oak Brook, IL 60523	640 Oak Brook Rd Oak Brook, IL 60523	-	400

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Oak Brook Terrace, City of	Craig Ward cward@oakbrookterrace.net	City of Oakbrook Terrace Attn Craig Ward Public Works Director 17W275 Butterfield Road Oakbrook Terrace, IL 60181	<u>Site 1:</u> Oakbrook Terrace Public Services 17W130 Butterfield Road <u>Site 2:</u> IDOT Salt Dome 17W125 Butterfield Road	-	400
Schaumburg, Village of	Adam Domek adomek@schaumburg.com	101 Schaumburg Ct Schaumburg, IL 60193	714 S Plum Grove Rd Schaumburg, IL 60193	-	5,000
Warrenville, City of	Phil Kuchler pkuchler@warrenville.il.us	3S258 Manning Avenue Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	-	1,000
Wayne Township	Martin McManamon wtrd@sbcglobal.net	4N230 Klein Rd. West Chicago, IL 60185	4N230 Klein Rd. West Chicago, IL 60185	-	300
West Chicago, City of	Jake Whiteaker jwhiteaker@westchicago.org	475 Main Street West Chicago, IL 60185	<u>Site 1:</u> 1350 W Hawthorne Ln. <u>Site 2:</u> 135 W. Grandlake Blvd. West Chicago, IL 60185	-	1,600
Westmont, Village of	Melissa Brendle mbrendle@westmont.il.gov	155 E. Burlington Ave. Westmont, IL 60559	155 E. Burlington Ave. Westmont, IL 60559	-	600
Wheaton, City of	Tony Sperkowski asperkowski@wheaton.il.us	303 W. Wesley St Wheaton, IL 60187	821 W. Liberty Dr Wheaton, IL 60187	-	2,000
Willowbrook, Village of	Rick Valent Rvalent@willowbrook.il.us	835 Midway Dr Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	-	300
Winfield Township	John S Dusza road@winfieldtownship.com	30W575 Roosevelt Rd West Chicago, IL 60185	30W575 Roosevelt Rd West Chicago, IL 60185	-	400
Winfield, Village of	Tye Loomis tloomis@villageofwinfield.com	27 W 465 Jewell Road Winfield, IL. 60190	OS 040 Wynwood Road Winfield, IL. 60190	-	500
Wood Dale, City of	Layla Werner lwener@wooddale.com	790 N Central Avenue Wood Dale, IL 60191	790 N Central Avenue Wood Dale, IL 60191	-	700
Woodridge, Village of	Chris Bethel cbethel@woodridgeil.gov	1 Plaza Drive Woodridge, IL 60517	7245 Janes Avenue Woodridge, IL 60517	-	1,800
York Township	Dan Lindeen road@yorktownshiproad.com	19W475 Roosevelt Rd. Lombard, IL 60148	19W475 Roosevelt Rd. Lombard, IL 60148	-	800
Totals				1,650	45,270

INVOICING

The original invoice shall be presented for payment in accordance with the instructions contained in the purchase order. Invoices shall include a reference to the purchase order number and be submitted to the correct address for processing. The County shall pay all invoices for Group 1 pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

Invoices shall be reconciled with submitted weight tickets and include the delivery date, order number, and shipped quantities, which shall match delivery tickets.

LIQUIDATED DAMAGES

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

STOCKING REQUIREMENTS

Upon receiving the notice of award (purchase order), the contractor must submit a list of delivery contacts, including email and phone number, to DuPage County and other participating agencies within 10 days. The contractor must also provide an emergency contact person's name and phone number in case the stockpile contact is not responsive.

Within thirty (30) days of the notice of award (issuance of purchase order), the contractor must provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed must be in stock at a local terminal by November 1st. DuPage County reserves the right to inspect the contractor's local terminal to verify the quantity and condition of salt, as required in the specifications.

The contractor shall have enough rock salt in Illinois or near its borders to satisfy contractual requirements. Such stockpiles shall be near enough to delivery points for timely delivery as required by contractual requirements.

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

USAGE REPORTS

The contractor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the contractor's name, item number, and contract term at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

Delivery Location	Delivery Date	Delivery Ticket #	Qty	Unit Price	Extended Price

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The contractor may be requested to produce reports within a particular time frame, i.e. the fiscal year.

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

Reports are to be forwarded to Michael.Figuray@Dupagecounty.gov and

Roula.Eikosidekas@DuPagecounty.gov.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per ton for ROCK SALT, or ROCK SALT (130% to 150%), or for ROCK SALT, EARLY DELIVERY. 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.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-25)

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Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

County of DuPage

DuPage

25-0SALT-02-MS

☐ **Check this box for lettings prior to 01/01/2025**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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