

**VILLAGE OF CARPENTERSVILLE  
REQUEST FOR PROPOSALS**

**OWNER:**

Village of Carpentersville ("***Village***") 1075 Tamarac Drive Carpentersville, Illinois 60110

The Village will receive sealed proposals for the purchase and delivery of the Products generally described as follows:

<b>Description of Product to be Delivered to the</b>	<b>Quantity of Product to be Delivered to the</b>
Water Softening Salt	2600 tons

The Product(s) must be delivered to the following address:

Water Treatment Plant  
220 Lake Marian Road  
Carpentersville, IL 60110

(the "***Delivery Address***")

## INSTRUCTIONS TO BIDDERS

### Preparation of Proposals

All proposals for the delivery of the Products shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. All proposals shall be accompanied by a cashier's or certified check, in form and from a surety satisfactory to the Village, in an amount equal to at least ten percent of the Total Contract Price named in the Schedule of Prices section of the Contract/Proposal form. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

### Clarifications

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and Bidder's full legal name and shall be addressed and delivered before the time set forth below to:

**Bob Cole, Director of Public Works  
1075 Tamarac Drive  
Carpentersville, IL 60110**

Proposals may be delivered by mail or in person. Proposals received after the time specified below will be returned unopened.

### Opening of Proposals

Proposals will be publicly opened and read aloud on **November 6<sup>th</sup> 2015 at 10:00 am**. Bidders, their authorized agents, and interested parties are invited to be present.

### Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

**2016 Water Softening  
Bid Specification  
Addendum #1**

Project Title: 2016 Water Softening Salt

Issued Date: October 29, 2015

Subject: Addendum Number 1

Instructions: Modify the original bid specifications by removing page 2 and replacing with the attached page 2.

Contractor shall acknowledge this addendum by signing below and including it in their bid proposal.

All other provisions in the specification and contract documents shall remain unchanged.

**End of Addendum Number 1**

Authorized Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The Village reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by the Village, the successful Bidder's proposal, together with the Village's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 25<sup>th</sup> day of October, 2015.

**VILLAGE OF CARPENTERSVILLE**

By:  \_\_\_\_\_  
Bob Cole, Director of Public Works

**VILLAGE OF CARPENTERSVILLE  
CONTRACT/PROPOSAL FOR THE PURCHASE  
AND DELIVERY OF WATER SOFTENING SALT**

Full Name of Bidder Cargill Salt  
("Bidder") Principal \_\_\_\_\_  
Office Address P.O. BOX 615, WHITE MARSH, MD 21162  
Contact Person Megan Dewalt E-mail megan.dewalt@cargill.com  
Telephone Number 443-425-2870

TO: Village of Carpentersville  
Public Works Department ("Village")  
1075 Tamarac Drive  
Carpentersville, Illinois 60110  
Attention: Bob Cole, Director of Public Works

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

**1. Proposal to Deliver Products**

A. Contract and Products. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, deliver to the Village, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Proposals attached hereto ("**Products**") in new, undamaged, and first-quality condition. Bidder further proposes to:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the Village in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the specifications attached hereto and by this reference made a part of this Contract/Proposal as Exhibit A. If this Contract/Proposal specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Products. If, in the Village's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Proposal, then the Village, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Proposal. Products so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products to the Village in accordance with the following Schedule of Prices:

Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Cost Per Ton	Total Cost
Water Softening Salt	2,600 Tons	106.87	277,862

If the Village has specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

TOTAL CONTRACT PRICE:

two hundred seventy seven thousand, eight hundred, sixty two Dollars and 0 Cents  
in writing

\$277,862 Dollars and \_\_\_\_\_ Cents  
in numbers

If the Village has not specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the Village.

B. **Basis for Determining Prices**

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
4. If a Quantity of Products to be delivered to the Village is specified on Page 1 of the Request for Proposals, such amount is an estimate only. The Village reserves the right to increase or decrease such quantity within a variation of 15%, and the total Contract



Price to be paid will be based on the final quantity determined by the Village for each Product and the actual number of Products that comply with this Contract/Proposal that are accepted by the Village. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

**c. Time of Payment**

It is expressly understood and agreed that all payments shall be made within 30 days of invoice, or upon a mutually agreed upon schedule between The Bidder and The Village upon acceptance of the Contract/Proposal.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

**3. Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products to the Village at the Delivery Address as needed between January 1, 2016 to December 31, 2016.

**4. Financial Assurance**

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Village's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

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

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E- 1 et seq.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time proposals set forth above.

## 7. Acknowledgements

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

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

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

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

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

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal. Except where specifically stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

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

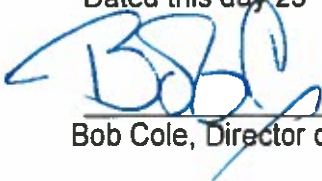
G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

J. Governing Law. This Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

Dated this day 23<sup>rd</sup> of October, 2016



\_\_\_\_\_  
Bob Cole, Director of Public Works

Contract/Proposal; nor any information or data supplied

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

Bidder's Name: \_\_\_\_\_

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

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

(corporate seal)

Printed

Name: \_\_\_\_\_ (if corporation)

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

Bidder's Business Address: \_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

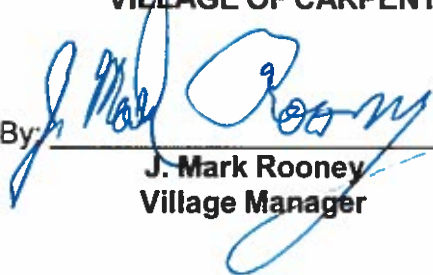
NAME	TITLE	ADDRESS

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Carpentersville ("**Village**") this 17 day of Nov., 2015.

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

**VILLAGE OF CARPENTERSVILLE**

By:   
\_\_\_\_\_  
**J. Mark Rooney**  
**Village Manager**

**Exhibit A**  
**Water Softening Salt**

**TECHNICAL SPECIFICATIONS**

**1. GENERAL**

The objective of purchasing water softening grade sodium chloride is to allow the Public Works Department, Water Facilities Division to reliably maintain an existing service. The salt is used in the regeneration process of water softening.

**2. SALT QUALITY**

The quality of the salt shall be Clear Southern Coarse Rock Salt suitable for water softening purposes. The salt shall contain not less than 98% sodium chloride.

All salt shall be screened at the storage plant before delivery. The salt shall be free from all organic matter and fines.

**3. SALT QUANTITY**

This salt purchase will provide for the complete water softening salt needs of the Village for the contract period. The anticipated rate of purchase shall be 46 - 69 tons per week for the contract period, with an anticipated quantity of 2600 tons to be purchased.

**4. DELIVERY BY SALT SUPPLIER**

The per ton cost for delivery by the salt supplier shall include the total unit price for salt and hauling as provided within the Bid Schedule. Deliveries shall be made in approximate 23-ton truckload quantities with controlled flow discharge chutes. Deliveries will be made between 7:00am and 3:00pm Monday through Fridays unless specified different by the Village. All deliveries shall be made from the entrance off Lake Marian Road. There will be no adjustment in contract price to accommodate variations in fuel or delivery costs.

## REFERENCES

All bidders are required to furnish three (3) current references for clients who presently are using their services.

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip

Phone: \_\_\_\_\_  
Area Code

*see attached*

---

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip

Phone: \_\_\_\_\_  
Area Code

---

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip

Phone: \_\_\_\_\_  
Area Code



**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this contract as a result of a violation of either Section 33E- 3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

\* Douglas Corjelius  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

My [Signature] 11/3/15  
Signature of Authorized Representative Date

Sales Leader  
(Title)

**DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a Statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispersion, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
  - (2) The CONTRACTOR's policy for maintaining a drug free workplace;
  - (3) Available counseling, rehabilitation, or assistance programs; and
  - (4) Penalties imposed for drug violations.
- (c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

\_\_\_\_\_  
 (Printed Name of Contractor)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Title Date



## Cargill Salt References

City of Logan  
Tom Myers  
(740) 385-4060  
220 Falls Street  
Logan, OH 43138

Village of Elmore  
Sharon Ardnt  
(419) 862-3454  
340 Clinton St.  
Elmore, OH 43416

City of Lancaster  
Lindel Jackson  
(740) 687-6608  
225 N. Memorial Drive  
Lancaster, OH 43130

Village of Coldwater  
Eric Thomas  
(419) 678-4881  
610 West Sycamore St.  
Coldwater, OH 45828



Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

**BID BOND**

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Cargill, Incorporated  
11055 Philadelphia Rd., White Marsh, MD 21117, as principal (the "Principal"),  
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto Village of Carpentersville  
1075 Tamarac Drive, Carpentersville, IL 60110, as obligee (the "Obligee"), in  
the penal sum of Twenty Seven Thousand Seven Hundred Eighty Six and 20/100  
Dollars (\$ 27,786.20 ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Supply of Water Treatment Salt

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no  
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or  
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between  
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with  
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain  
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must  
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,  
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one  
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum  
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 2nd day of November, 2015

WITNESS / ATTEST

Mario D. Saliterman

Cargill, Incorporated  
(Principal)

By: Glenda Rae Akason Hobland (Seal)  
Name: Glenda Rae Akason Hobland  
Title: VP, Finance, Cargill Animal Protein + Salt

LIBERTY MUTUAL INSURANCE COMPANY  
(Surety)-

By: Michele L. Grogan  
Michele L. Grogan Attorney-in



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michele L. Grogan of the city of Minneapolis, state of MN its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Cargill, Incorporated

Obligee Name: Village of Carpentersville

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

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 18<sup>th</sup> day of November, 2013.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18<sup>th</sup> day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2015.



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



**ACKNOWLEDGMENT BY SURETY**

STATE OF Minnesota }  
County of Hennepin } ss.

On this 2nd day of November, 2015, before me personally  
appeared Michele L. Grogan, known to, me to be the Attorney-in-Fact of  
Liberty Mutual Insurance Company, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Notary Public in the State of Minnesota  
County of Hennepin

