

A G E N D A

A MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, MARCH 22, 2021, AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC THE VILLAGE WILL BE UTILIZING A CONFERENCE CALL FOR THIS MEETING.

Mayor

Frank A. Trilla

Village Clerk

Deborah A. Hahn

Village Trustees

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Paul Oggerino

Gregory Ruffolo

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:

Dial in Phone Number: **630-920-2488**
Code: **012153#**

Written Public Comments Can Be Submitted By 5:15 pm on March 22, 2021 to apassero@willowbrook.il.us

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES:

a. February 22, 2021 Meeting of the Municipal Services Committee

4. DISCUSS – Untreated Rock Salt Purchase for FY 2021/22 Snow Season

5. DISCUSS – An Agreement with NJ Ryan Tree & Landscape, LLC to Conduct the 2021 Village-Wide Spring and Fall Brush Collection Program

6. DISCUSS – The 2021 Motor Fuel Tax (MFT) Roadway Maintenance Program

7. PUBLIC WORKS UPDATE

a. ADS Water Distribution Point-in-Time Leak Survey Project Update

b. Pump House Meter Replacement Project Update

c. Snow Removal Update

d. Water Pumpage Charts

e. February 2021 Monthly Building Permit Reports

8. VISITOR'S BUSINESS

(Public comment is limited to three minutes per person)

9. ADJOURNDMENT



MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 22, 2021 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. **CALL TO ORDER**

The meeting was called to order at 5:32 PM. It was noted that this meeting was held via conference call due to the Covid-19 pandemic.

2. **ROLL CALL**

Those physically present at roll call were Chairperson Mistele, Trustee Ruffolo and Assistant Village Administrator Mertens.

Present via Zoom Conference was Public Works Forman Passero.

Absent: Trustee Sue Berglund

3. **APPROVAL OF MINUTES**

After review of the draft minutes from the January 25, 2021 meeting of the Municipal Services Committee, Chairperson Mistele made a motion to approve the minutes as presented. Trustee Ruffolo seconded the Motion. Roll Call. Motion Carried.

4. **DISCUSS – Mosquito Abatement Proposal**

Assistant Village Administrator Mertens advised that our three-year contract with Clarke to provide mosquito abatement services for the Village expired after the 2020 season. Therefore, staff has met with representatives from Clarke to discuss the terms of renewal contract provisions and to ensure that the contract price remains competitive with surrounding towns that receive the same or similar services from Clarke.

The result is that Clarke has agreed to offer continued services to the Village for a new three (3) year term. Given both the price of pesticides and labor costs have risen, Clarke has proposed a 1.5% contract price increase to \$26,450 for the 2021 season. They would also agree to freeze that price for an additional two (2) years if we entered another three (3) year contract. Therefore, the cost of the 2021, 2022 and 2023 program would be \$26,450 each year. Staff would also recommend, same as the last contract, that an additional \$7,400 be budgeted for up to two (2) optional ULV services which includes adulticide (spraying), both localized and community wide, should the need arise to combat the continuing threat of West Nile Virus (WNV).

This recommended program continues with the previous program in that it includes the use of environmentally friendly products as an alternative to conventional chemical insecticides. This

program Clarke offers is called EarthRight™. Products used within this program are made from naturally derived active ingredients and are applied using earth-friendly methods, such as with bicycles and all-electric sprayers. Clarke advises that the larvicide product used in this program is equally effective as its chemical alternative, and the adulticide applications (i.e., ULVs) have an increased level of effectiveness. There is no increase in basic cost to the Village over the previous program.

The treatment terms of the contract, including Village-wide catch basin treatment four (4) times a year, or roughly once a month during the summer season, will remain unchanged. To ensure adequate protection is in place prior to the onset of mosquito breeding attributed to WNV, a second catch basin treatment, referred to as a “booster” treatment, will be performed in mid-August.

Staff recommends that the Committee consider this program and recommend the Village Board on March 8, 2021 adopt a resolution authorizing the Mayor to execute the agreement to provide mosquito abatement services to the Village during the 2021 thru 2023 seasons.

A resolution would be placed on the next Village Board for formal consideration. Trustee Mistele made a motion to approve as presented. Trustee Ruffolo seconded the Motion. Roll Call. Motion Carried.

5. DISCUSS – 2021 Landscape Maintenance Bids

In April 2018, the Village Contracted with Hanson Landscape Design & Installation for landscape maintenance in the form of regular turf mowing, trimming, and planting bed maintenance for parks, rights-of-ways, and the other Village owned facilities (e.g., Village Hall, pump house, water towers). The Village continued this service agreement for one-year in May of 2020. On January 7, 2021, the Village advertised for bid landscape maintenance services for Fiscal 2021 / 2022 contract period. Bids were received on Friday, February 5, 2021 at 10:00 am.

Village received three bids as follows:

Bid #1 Serenity Landscape Group	\$63,150 *
Bid #2 NJ Ryan Tree & Landscape LLC	\$76,500
Bid #3 Hanson Landscape	\$80,900

* Please note that the Bid #1 for Serenity Landscape Group was non-conforming to the bid standards as they supplied numbers for Plant Bed Maintenance on a per occurrence basis vs. the per season basis as required by the specifications. Attached is a copy of the public bid document, summary page from the three bidders and a bid summary.

Upon review of the bids received and consultation with the Village Attorney, staff would recommend that the Village reject Bid #1 from Serenity Landscape Group due to non-conformance with the bid specifications for the Plant Bed Maintenance section. Staff would recommend the Committee consider Bid #2 from NJ Ryan Tree & Landscape LLC as the most responsive and responsible bidder for the 2021 Landscape Maintenance program.

Upon discussion, the consensus of the Committee was to recommend Bid #2 NJ Ryan Tree & Landscape LLC for the FY 2021/22 Landscape Maintenance Program. A resolution would be placed on the next Village Board for formal consideration. Trustee Ruffolo made a motion to approve as presented. Chairperson Mistele seconded the Motion. Roll Call. Motion Carried.

6. PUBLIC WORKS UPDATE

- a) **ADS Water Distribution Point-in-Time Leak Survey Project Update** – Staff advised that the survey was to start the first week of April and would be done by the end of the month.
- b) **Pump House Meter Replacement Project update** – Staff advised that this work is schedule for the 2nd week of March. The old meters will be tested by the DuPage Water Commission to determine their accuracy.
- c) **Water Pumpage Chart** - Staff provided an overview of the January 2020 Water Pumpage Report.
- d) **January 2021 Monthly Permit Activity Report** – Staff provided an overview of the Building Department Report.
- e) **Snow Equipment** - Public Works Forman Passero provided the Committee with an update on the latest snow plowing events, and salt usage. He also advised the Committee of on-going vehicle maintenance issues related to the 2004 International Vehicle and requested consideration of a new vehicle as part of the upcoming budget process.

7. VISITORS BUSINESS

None

8. ADJOURNMENT

Motion to adjourn was made by Trustee Ruffolo, seconded by Chairperson Mistele. Roll Call. Motion Carried.

The meeting was adjourned at 5:48 PM.

MUNICIPAL SERVICES COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

A RESOLUTION AUTHORIZING THE PURCHASE OF BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2021/2022 WINTER SEASON

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

March 22, 2021

<input type="checkbox"/> Discussion Only	<input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)
<input type="checkbox"/> Seeking Feedback	<input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)
<input type="checkbox"/> Regular Report	<input type="checkbox"/> Report/documents requested by Committee

BACKGROUND

The County of DuPage solicited bids by their Central Management Services (CMS) for untreated rock salt. Compass Minerals was the low bid in 2020 with a cost of \$81.13 per ton. Compass Minerals has advised the County that they mutually agreed to accept the renewal for the FY 2021/2022 season at the same pricing, terms and conditions as required by the current specifications.

Municipalities have the option to make an independent determination on whether to enter into an agreement with the awarded vendor. Vendors will hold their bids for 90 days. The “Standard Buy” option would be at the standard minimum purchase of 80% with the option to take up to 130% at the same price for deliveries after 12/1/2021.

REQUEST FOR FEEDBACK

The Village currently has approximately 350 tons of untreated rock salt in our salt dome as of 3/10/2021. The salt program for the Village is targeted at 800 tons of untreated salt to be ordered for the year. The Village is required to take 80% of the order with the option to take 130% of the quantity ordered. The cost of the untreated rock salt is \$81.13 per ton, which would be \$51,923.20 for 640 tons (80% of the order), at 100% of the order (800 tons) the amount would be \$64,904.00. The amount budgeted for rock salt for 2021/22 is \$80,000.00.

The staff recommends the initial purchase of 640 tons (80% of the order) of the untreated rock salt for \$51,923.20, with the ability to purchase up to a maximum of 1,040 tons, should the season weather conditions dictate more material for public safety purposes.

Staff is requesting that this item be considered by the Village Board on April 26, 2021 due timing required to place our order to ensure the Village will reserve the necessary salt quantities for winter 2021/2022.

STAFF RECOMMENDATION

Recommend Resolution to the April 26, 2021 Village Board for formal consideration.

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, _____

Compass Minerals America Inc.

9900 W. 109th Street, Ste. 100 Overland Park, KS 66210

as Principal, hereinafter called the Principal,

and the _____

RLI Insurance Company

of _____

9025 N. Lindbergh Dr. Peoria, IL 61615

, a corporation duly organized under

the laws of the State of _____

Illinois

, as Surety, hereinafter called the Surety, are held and firmly bound unto

DuPage County Treasurer

as Obligee, hereinafter called the Obligee,

in the sum of _____

Five Percent of Amount Bid

Dollars (\$ _____ 5%), 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

Bulk Rock Salt 20-035-DOT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal 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 with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty 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.

Signed and sealed this _____ 31st day of March, 2020.

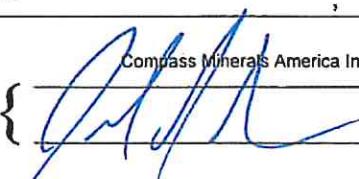
Compass Minerals America Inc.

(Seal)

Principal

Title

Witness



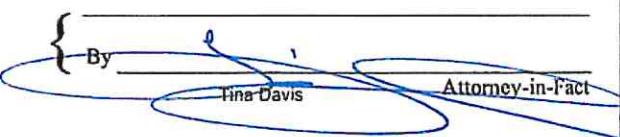
RLI Insurance Company

Attorney-in-Fact

Linda L. Nipper

Witness

Tina Davis



State of Utah
County of Salt Lake } ss:

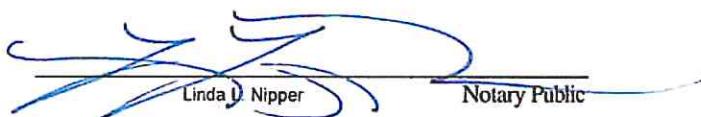
On March 31, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

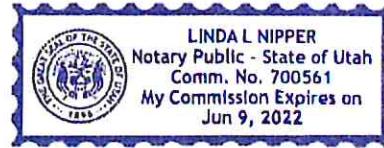
Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022


Linda L. Nipper Notary Public



POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tina Davis, Linda Nipper, Lindsey Plattner, Lisa Hall, jointly or severally

in the City of Salt Lake City, State of Utah its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of May, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis

Vice President

State of Illinois }
County of Peoria }

On this 13th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk
Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 31st day of March, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson
Corporate Secretary

Sean Lierz
Senior Manager-Highway Sales

D 913.344.9330
M 800.323.1641 x2
F 913.338.7945

lierzs@compassminerals.com

9900 West 109th Street
Suite 100
Overland Park, KS 66210
www.compassminerals.com





The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

BULK ROCK SALT 20-035-DOT
ADDENDUM 1

1. Page 12, #4 – Please clarify the bid bond and Performance bond. Is this only for Group 1? IF a vendor decides to bid Group 2A or 2B, or both 2A and 2B, will a bid bond and performance bond be required?
ANSWER: Bid bond and performance bond are required for Group 1
2. Page 14, Bid Award Criteria – The bid states that Group 2 will be awarded by each individual agency/twp/muni. Does this mean that each location will reach out to vendors to award separately?
ANSWER: There are no insurance requirements for this bid. Yes, for Group 2, each public sector entity will contact the vendor directly to make the award.
3. What's the time line for the awarded vendor to receive notification they've been awarded the bid?
ANSWER: For Group 1, DuPage County will make an award within thirty days. We will publish the bid tabulation at least a few days earlier.
4. Just to clarify you all wanting to purchase regular untreated bulk rock salt?
ANSWER: The solicitation is for regular untreated bulk rock salt per the specification.
5. Are bidders required to offer pricing above 130% for Group 1?
ANSWER: Yes, bidders are requested to provide pricing for quantities above 130%.



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before March 31, 2020, at 3:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 20-035-DOT. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

Bid Event Activity	
March 13, 2020	Legal Notice Advertisement Placed
March 19, 2020 4:00 p.m. CST	Questions due to Buyer via email: donna.weidman@dupageco.org
March 25, 2020 4:00 p.m. CST	Final Q&A Addendum Published
March 31, 2020 3:30 p.m. CST	Submittals Due to Finance Office

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SECTION 1 - PROJECT INFORMATION

SUBMITTAL CHECKLIST	
<input checked="" type="checkbox"/>	Original signed bid with one (1) business card attached
<input checked="" type="checkbox"/>	All addenda acknowledged on bid form
<input checked="" type="checkbox"/>	Bid Security
<input checked="" type="checkbox"/>	All mandatory forms – Bid Form, Bid Form Pricing, Signature Page, W9, Ethics, Joint Purchasing Agreement
<input checked="" type="checkbox"/>	References

AWARDED CONTRACTOR REQUIREMENTS	
Bid Security/Bid Bond for Group 1	5% Submitted with Bid Documents
Performance and Payment Bond	Due within 10 days of notice of award
Certificate of insurance	Due within 15 days of notice of award
Illinois Secretary of State Corporate/LLC	Due with bid submittal
Certificate Of Good Standing For Current Year	http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to: DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) Bids sent by email, facsimile, or other electronic means will not be considered.
- d) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- e) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback

provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) PROCUREMENT POLICY: Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) PROPRIETARY INFORMATION: Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) NON-DISCRIMINATION: DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) CONTRACT NEGOTIATION: All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) DISQUALIFICATION OF RESPONDENTS: Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) BIDDER RESPONSIBILITIES: The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) DISCLOSURE OF CONTENTS: All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html.

SECTION 3 - GENERAL CONDITIONS

1) ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB): If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) APPLICABLE CODES AND ORDINANCES: Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) ASSUMPTION OF RISK: Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) CHANGES: The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) COMMENCEMENT OF WORK: The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) COMMUNICATIONS: To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) CONFIDENTIAL INFORMATION AND COUNTY PROPERTY: It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) CONTRACTOR PERFORMANCE: The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) DISCIPLINE: Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) DRUG FREE WORKPLACE: The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) ENDORSEMENTS: Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) F.O.B.: All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) FORCE MAJEURE: The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

14) HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) HOLDING OF BIDS: Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) INDEMNITY: The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) LAW GOVERNING: The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) VENUE: By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) LIABILITY OF CONTRACTOR: The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) LIENS, CLAIMS, AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) LOBBYIST REGISTRATION: Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) MSDS: When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) MISCELLANEOUS REQUIREMENTS: The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) NON-DISCRIMINATING: The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) PATENTS: Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) PAYMENT: Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) PROTEST: Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) RESERVATION OF RIGHTS: The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) TAX: The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) TRANSFER OF OWNERSHIP OR ASSIGNMENT: The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) WARRANTY: Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) ACCURACY DISCLAIMER:

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

2) ADDITIONAL MISCELLANEOUS REQUIREMENTS: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY

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

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

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

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

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

4) CONTRACT TERM AND RENEWAL:

This contract shall be effective for a one (1) year term period with a start date of 6/01/2020 and a completion date of 5/31/2021.

The contract shall be subject to three (3) additional one-year term periods provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

5) SPLIT BIDS:

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

6) CANCELLATION: The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

7) PRICING: DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor for BULK ROCK SALT 20-035-DOT after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

8) PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

9) CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

10) QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

11) THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

12) USAGE REPORTS: Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract 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 NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Roula Eikosidekas 140 North County Farm Road Wheaton, IL 60187
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13) VENDOR QUALIFICATIONS:

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

Please visit www.compassminerals.com for company information and history. A historical timeline of company has been included with bid documents.

SECTION 5 - STATEMENT OF WORK

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

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

BID AWARD CRITERIA:

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

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

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Tuman, 630-407-6885 or authorized designee.

DELIVERY REQUIREMENTS:

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

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

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

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

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

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

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

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

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

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2020 through April 30, 2021, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of

such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2020. All salt will be delivered by May 31, 2021. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

See Bid Pricing in Section 7 for quantities and locations.

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

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/20. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

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

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

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2020. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

SECTION 6 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	* Commercial General Liability	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	
	Each Occurrence	\$ 1,000,000
		\$ 1,000,000
5.	Fire Legal Liability (any one fire)	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	* Umbrella Excess Liability (over primary)	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	* Business Auto Liability	\$ 1,000,000

*In addition to a Certificate of Insurance the following Endorsements are needed:

"Additional Insured" Endorsement,

"Waiver of Subrogation" and

"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

NOTE: A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

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

CHANGES IN INSURANCE COVERAGE:

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

INSURANCE RATING:

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

SURVIVAL OF INDEMNIFICATION:

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

NOTICE OF LAWSUIT:

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

CHOICE OF LEGAL COUNSEL:

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

RIGHTS RETAINED:

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

Insurance certificates must reference project name and bid number

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER. coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division
421 N. County Farm Road, 3-400
Wheaton, IL 60187
donna.weidman@dupageco.org

SECTION 7 – REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

BID PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid. The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

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

ITEM	UOM	QUANTITY	UNIT PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$81.13	\$1,216,950.00
TOTAL GROUP 1				\$1,216,950.00
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE				\$91.13

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
Same	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

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

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2020

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$ 340,440.00
TOTAL GROUP 2-A				\$ 340,440.00

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

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$ 4,463,772.60
TOTAL GROUP 2-B				\$ 4,463,772.60
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE				\$ 91.13

LOCATION	BILL TO	SHIP TO	UNIT OF MEASURE	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2020	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	500
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101- 4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,100
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	TON	0	8,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	1,000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	500
Bloomingdale Township	6N030 Rosedale Ave. Bloomingdale, IL 60108	6N030 Rosedale Ave. Bloomingdale, IL 60108	TON	0	1,500
Bloomingdale, Village of	201 S. Bloomingdale Rd Bloomingdale, IL 60108	305 Glen Ellyn Road Bloomingdale, IL 60108	TON	0	1,500
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,300
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	500
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	300	2,500
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,700	0

DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,500
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,800
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	750
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	1,000	4,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	250
West Chicago, City of	475 Main St.West Chicago, IL 60185	135 W. Grandlake Blvd.West Chicago, IL 60185or1350 W. Hawthorne LaneWest Chicago, IL 60185	TON	0	3,000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	3,300

Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	600
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	800
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 or 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	2,300
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
		GRAND TOTAL	4000		55,020

BID FORM

BID 20-035-DOT BULK ROCK SALT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc
Main Business Address	9900 West 109th Street, Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641 Opt 2 (Sales Manager), Opt 1 (Orders, Customer Service)
Fax Number	913-338-7945 (Cust Serv/Sales) or 913-433-9616 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales Manager
Email Address	lierzs@compassminerals.com or highwaygroup@compassminerals.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

the Owner/Sole Proprietor a Member authorized to sign on behalf of the Partnership an Officer of the Corporation a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Kevin S. Crutchfield, President & CEO
(President or Partner)

Jon Schnieders, Vice President, Salt
(Vice-President or Partner)

Zoe Vantzos, Secretary
(Secretary or Partner)

James D. Standen, CFO & Treasurer
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and

held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID FORM SIGNATURE PAGE

TOTAL BID AMOUNT – GROUP 1: \$ 1,216,950.00
Total (in figures)

One million, two hundred sixteen thousand, nine hundred fifty Dollars and zero Cents.
Total (In words)

TOTAL BID AMOUNT – GROUP 2: \$ 4,804,212.60
Total (in figures)

Four million, eight hundred four thousand, two hundred twelve Dollars and sixty Cents.
Total (In words)

The Contractor agrees to provide the services as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X _____
(Signature and Title)

Senior Manager
Highway Sales

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

(Notary Public) My Commission Expires: _____

SEAL

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

Please see attached.

W9 FORM

Form
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for Instructions and the latest information.

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

<p>Print or type. See specific instructions on page 3.</p>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the Instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign
Here
Signature of
U.S. person►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

**Request for Taxpayer
 Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Compass Minerals America Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):	
<small>Exempt payee code (if any) _____</small> <small>Exemption from FATCA reporting code (if any) _____</small> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 9900 West 109th Street, Suite 100	Requester's name and address (optional)
6 City, state, and ZIP code Overland Park, KS 66210	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>					
or									
Employer identification number									
4	8	-	1	0	4	7	6	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
 Here**

Signature of
 U.S. person ►

Mary Wells

Date ►

3/11/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date:

Bid/Contract/PO #: Bid 20-035-DOT

Company Name: Compass Minerals America Inc	Company Contact: Sean Lierz, Senior Sales Manager
Contact Phone: 913-344-9330 or 800-323-1641 Opt 2	Contact Email: LierzS@compassminerals.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

2. 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.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	Sean Lierz, Senior Sales Manager	913-344-9330	LierzS@compassminerals.com
x	Julia Yates, Sales Support Coordinator	913-344-9117	YatesJ@compassminerals.com

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Joel Gordes

Title

Senior Manager Highway Sales

Date

3/26/2020

Attach additional sheets if necessary. Sign each sheet and number each page. Page **n/a** of **(total number of pages)**

JOINT PURCHASING AGREEMENT

JOINT PURCHASING:

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

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO X _____

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

n/a

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W Center Court
	Schaumburg, IL 60196
CONTACT PERSON:	Michael LaBree
TELEPHONE NUMBER:	847-705-4177

COMPANY NAME:	McHenry CHD
ADDRESS:	16111 Nelson Road
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-4973

COMPANY NAME:	Illinois Tollway
ADDRESS:	P O Box 3094
	Attn: Contract Admin
	Lisle, IL 60532
CONTACT PERSON:	Kevin Ganzer
TELEPHONE NUMBER:	630-241-6800 ext 4967

COMPANY NAME:	City of Crystal Lake
ADDRESS:	P O Box 597
	Crystal Lake, IL 60039
CONTACT PERSON:	Larry Zurek
TELEPHONE NUMBER:	815-356-3744

SAMPLE
SECTION 8 - SAMPLE CONTRACT AGREEMENT
CONTRACT 20-035-DOT BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #20-035-DOT for its Department of _____, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order

- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a _____ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.
- 2.2 the Contract term is subject to renewal per the Bid Invitation Specifications.
In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall

provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

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

7.0 SEVERABILITY CLAUSE

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

8.0 GOVERNING LAW

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

9.0 ENTIRE AGREEMENT

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

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

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

SIGNATURE

By: _____

SIGNATURE

PRINTED NAME

James McGuire

PRINTED NAME

PRINTED TITLE

Procurement Officer

PRINTED TITLE

DATE

DATE

SECTION 9 – OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: **20-035-DOT**

OPENING DATE: **03/31/2020**

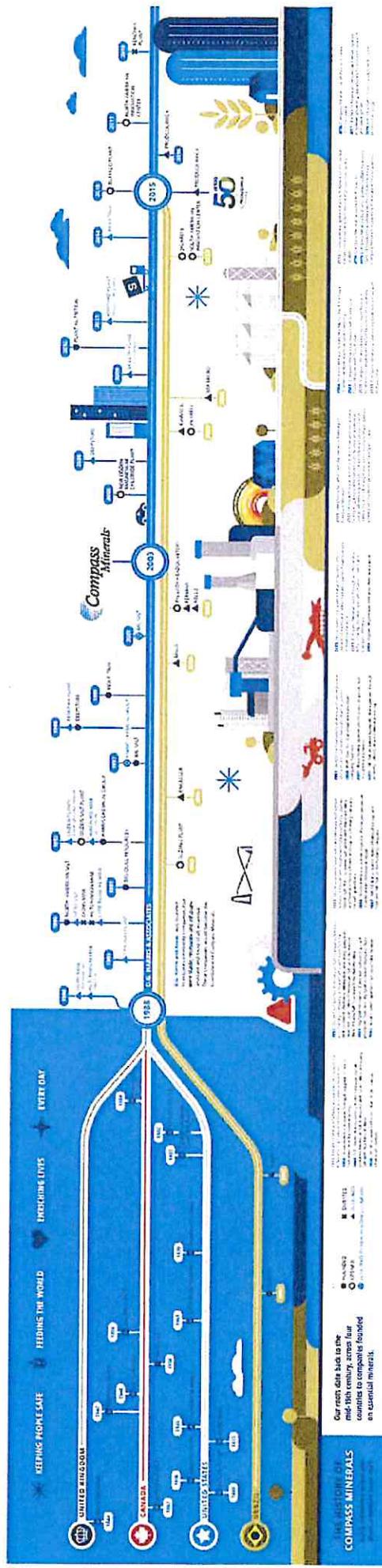
OPENING TIME: **3:30 P.M.**

DESCRIPTION: **BULK ROCK SALT**

COMPANY NAME: Compass Minerals America Inc.

DATED MATERIAL-DELIVER IMMEDIATELY

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



File Number

5535-074-4



To all to whom these Presents Shall Come, Greeting:

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

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



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 23RD
day of MARCH A.D. 2020.*

Jesse White

SECRETARY OF STATE

Authentication #: 2008301296 verifiable until 03/23/2021

Authenticate at: <http://www.cyberdriveillinois.com>

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

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

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

2149843 8100

141004732

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



Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

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

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

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

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

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

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

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

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

By: Rodney Underdown

Rodney L. Underdown
Chief Financial Officer and Secretary

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

Effective March 3, 2020

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

Authorized Signatories

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

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the “Authorized Signatories”) be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation’s Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer and Treasurer
S. Bradley Griffith	Chief Commercial Officer
Jon Schnieders	Vice President, Salt
Ryan Royer	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Joel Gerdcs	Highway Sales Senior Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzos	Secretary

General

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

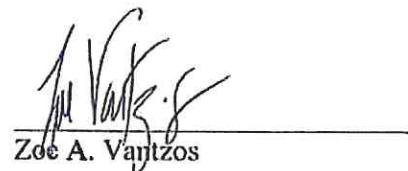
FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.



James D. Standen



Zoe A. Vajtzos



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

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

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - 1220 kg/m³ (76 lbs/ft³), average particle size 0.011"

Chemical Analysis Before Adding (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO ₄	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl ₂	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl ₂	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO ₄	(%)	0.00	0.00 - 0.03
Molssure		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7948	2640 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO ₄	ppm	19051	6350 - 31752

TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USS Mesh	Tyler Mesh	Open (in.)	Typical Passing %	Range %
0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.371	0.374	97.2	93.5 - 100
4	4	0.187	78.6	63.8 - 89.8
8	8	0.093	47.6	34.3 - 60.9
16	14	0.046	27.3	18.4 - 38.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

Packaging			
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc.
9900 West 109th Street – Suite 100
Overland Park, KS 66210
Phone 800-323-1641 Fax 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019



Deicing Salt

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

Chemical Analysis				
Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Typical Sieve Analysis				
U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11mesh)

Product Codes			
Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624

Compass Minerals
9900 West 109th Street Suite 100
Overland Park, KS 66210 800-755-7258
Fax 800-359-7258



SAFETY DATA SHEET

1. Product and Company Identification

Product Identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200

CHEMTREC 1-800-424-9300
CANUTEC 1-613-996-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e., strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture	
Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine. Hydrogen chloride. Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
-------------------------------	---

Conditions for safe storage, including any incompatibilities Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL. TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e. strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
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Product	Species	Test Results
Salt (CAS Mixture)		
Acute		
Inhalation		
LC50	Rat	21 mg/L, estimated
Skin corrosion/irritation		Prolonged skin contact may cause temporary irritation.
Exposure minutes		Not available.
Erythema value		Not available.
Oedema value		Not available.
Serious eye damage/eye irritation		Direct contact with eyes may cause temporary irritation.
Corneal opacity value		Not available.
Iris lesion value		Not available.
Conjunctival reddening value		Not available.
Conjunctival oedema value		Not available.
Recover days		Not available.
Respiratory or skin sensitization		
Respiratory sensitization		Not available.
Skin sensitization		This product is not expected to cause skin sensitization.
Genetic cell mutagenicity		No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Mutagenicity		No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity		This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
Reproductive toxicity		This product is not expected to cause reproductive or developmental effects.
Teratogenicity		Not classified.
Specific target organ toxicity - single exposure		Not classified.
Specific target organ toxicity - repeated exposure		Not classified.
Aspiration hazard		Not classified.

Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	
Not regulated as dangerous goods.	
Transportation of Dangerous Goods (TDG - Canada)	
Not regulated as dangerous goods.	

15. Regulatory Information

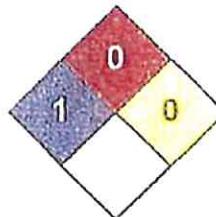
Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.

Other federal regulations		
Safe Drinking Water Act (SDWA)	Not regulated.	
Food and Drug Administration (FDA)	Not regulated.	
US state regulations		
California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.		
US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance		
Not listed.		
US. Massachusetts RTK - Substance List		
Not regulated.		
US. Pennsylvania RTK - Hazardous Substances		
Not regulated.		
US. Rhode Island RTK		
Not regulated.		
Inventory status		
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes
*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)		

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/	1
FLAMMABILITY		0
PHYSICAL HAZARD		0
PERSONAL PROTECTION		X



Disclaimer

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

Issue date	28-September-2015
Effective date	01-August-2014
Expiry date	01-August-2017
Further Information	Not available.
Prepared by	Dell Tech Laboratories, Ltd. Phone: (519) 858-5021
Other information	This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET

DISCUSS AN AGREEMENT WITH NJ RYAN TREE & LANDSCAPE, LLC TO CONDUCT THE 2021 VILLAGE-WIDE SPRING AND FALL BRUSH COLLECTION PROGRAM

COMMITTEE REVIEW

Finance/Administration
 Municipal Services
 Public Safety

Meeting Date:

March 22, 2021

<input type="checkbox"/> Discussion Only	<input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)
<input type="checkbox"/> Seeking Feedback	<input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)
<input type="checkbox"/> Regular Report	<input type="checkbox"/> Report/documents requested by Committee

BACKGROUND

This past Fall, the Village's tree contractor, NJ Ryan Tree & Landscape, LLC, completed the Village-wide brush collection program. The program included curb-side collection of piled brush throughout town with the resulting chipped hauled away. The program is intended for regular annual tree maintenance purposes and not for residential lot-clearing activities from construction. The program was completed on-time and without incident, and the Village also received several compliments from residents commenting on the good site clean-up practices of the contractor.

The Spring and Fall 2021 program will also consist of a curb-side chipping program. NJ. Ryan Tree & Landscape, LLC. has offered a proposal to complete the program at the same price supplied for the 2020 and 2019 program. In the past staff has attempted to solicit proposals from other local landscape maintenance contractors; however, they have been largely unresponsive, likely since in the past they have been unable to come in lower than NJ. Ryan's price.

REQUEST FOR FEEDBACK

The cost of the Spring and Fall brush collection program would be \$15,900 for each event. This includes two (2) chipping crews working 40 hours each to complete the collection. The F.Y. 2021/22 Budget includes the following funding request to conduct both the Spring and Fall Brush Collection Programs:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
PW – Street Maint.	01-35-755-284	Brush Pick-Up	\$35,000

Staff is requesting that this item be recommended for consideration by the Village Board on April 26, 2021 due to the timing of the Village meetings and communication time needed with the Village residents. If approved by the Village Board a post card mailer will be sent to all single-family properties along with notification on our Village website, Social Media, and Channel 6. The Spring brush collection program is tentatively planned for the week of May 17th– 21st, 2021 and the Fall program is planned for the week of October 4th– 8th, 2021.

STAFF RECOMMENDATION

Recommend Resolution to the April 26, 2021 Village Board for formal consideration.

NJ RYAN TREE & LANDSCAPE LLC
17271 IL ROUTE 23
DEKALB, IL 60115

Estimate

Date	Estimate #
2/21/2021	137

Name / Address
Village of Willowbrook

Project

Description	Qty	Cost	Total
Brush pick up - Spring 2021 - May 3 - 7, 2021 <i>↳ MAY 17th-21st</i>		15,600.00	15,600.00
		Total	\$15,600.00

Customer Signature _____

NJ RYAN TREE & LANDSCAPE LLC
17271 IL ROUTE 23
DEKALB, IL 60115

Estimate

Date	Estimate #
2/21/2021	138

Name / Address
Village of Willowbrook

Description	Qty	Cost	Project
			Total
Brush pick up - Fall 2021 - October 4 - 8, 2021		15,600.00	15,600.00
Total			\$15,600.00

Customer Signature

MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET

DISCUSS the 2021 Motor Fuel Tax (MFT) Roadway Maintenance Program

COMMITTEE REVIEW

Finance/Administration
 Municipal Services
 Public Safety

Meeting Date:

March 22, 2021

<input checked="" type="checkbox"/> Discussion Only	<input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)
<input type="checkbox"/> Seeking Feedback	<input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)
<input type="checkbox"/> Regular Report	<input type="checkbox"/> Report/documents requested by Committee

BACKGROUND

On April 26, 2021, the Village Board will be considering approval of the 2021/22 fiscal budget. The Motor Fuel Tax (MFT) Roadway Maintenance Program has a proposed budgeted amount \$350,000 for street improvements and \$25,000 for engineering. This year's program is proposed to consist of the following items:

- 2" Milled and 2.25" resurfacing of Sugarbush Lane (79th to North End)
- 2" Milled and 2.25" resurfacing of Cherry Tree Ln (79th to Sheridan Dr)
- 2" Milled and 2.25" resurfacing of Hawthorne Ln (Cherry Tree Ln to Blackberry Ln)
- 2" Milled and 2.25" resurfacing of Blackberry Ln (79th St to Sheridan Dr)
- 2" Milled and 2.25" resurfacing of Apple Tree Ln (Blackberry Ln to Sheridan Dr)
- 2" Milled and 2.25" resurfacing of Pine Tree Ln (Apple Tree Ln to Village Limits)
- 2" Milled and 2.25" resurfacing of Honey Locust Ln (Blackberry Ln to Village Limits)
- Allowances were also made for curb, gutter and sidewalk replacements.

REQUEST FOR FEEDBACK

The proposed bid and award schedule is as follows:

- March 8, 2021 (Monday) - Submit to IDOT for their first review.
- March 22, 2021 (Monday) – Assuming comments from IDOT, receive resubmittal and send back for approval.
- March 29, 2021 (Monday) – Receive approval and signatures from IDOT.
- April 2, 2021 (Friday) – Advertise for Bid on QuestCDN and in IDOT Bulletin.
- May 4, 2021 (Tuesday) – Hold bid opening at 10:00AM at Village Hall.
- May 24, 2021 (Monday) – Award Contract to Low Bidder.

An Appropriation Resolution will be on the March 22, 2021 Village Board Agenda. This Resolution will identify the dollar amount maximum that the Village intends to utilize for the 2021 MFT Road Improvement Program. The Village Board can always do a smaller program than the projected \$350,000 proposal should the Village not approve the full budget. This Appropriation Resolution is required as part of the initial IDOT Submittal for the MFT Road Improvement Program.

STAFF RECOMMENDATION

Proceed with bidding process for a summer 2021 MFT road resurfacing project as presented.

Engineer's Estimate of Probable Construction Cost - 2021 Willowbrook MFT Road Program					
Item No.	Item	Unit	Quantity	Unit Price	Total
1	Bituminous Materials (Tack Coat)	LB	8,188.20	\$0.25	\$2,047.05
2	Leveling Binder (Machine Method), N50 (0.75")	TON	818.82	\$78.00	\$63,867.96
3	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	1,637.64	\$80.00	\$131,011.20
4	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	18,196.00	\$3.25	\$59,137.00
5	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$21,000.00	\$21,000.00
6	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	687.00	\$55.00	\$37,785.00
7	Sidewalk Removal and Replacement 5" (Special)	SQ FT	2,187.00	\$15.00	\$32,805.00
8	Steel Adjustment Rings, 0.5" (Special)	FOOT	5.00	\$300.00	\$1,500.00
Grand Total					\$349,153.21

1. Sugarbush Ln (79th to North End)					
Item No.	Item	Unit	Quantity	Unit Price	Total
	Bituminous Materials (Tack Coat)	LB	1,356.75	\$0.25	\$339.19
	Leveling Binder (Machine Method), N50 (0.75")	TON	135.68	\$78.00	\$10,582.65
	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	271.35	\$80.00	\$21,708.00
	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	3,015.00	\$3.25	\$9,798.75
	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$3,000.00	\$3,000.00
	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	96.00	\$55.00	\$5,280.00
	Sidewalk Removal and Replacement 5" (Special)	SQ FT	236.00	\$15.00	\$3,540.00
	Steel Adjustment Rings, 0.5" (Special)	EACH	1.00	\$300.00	\$300.00
Grand Total					\$54,548.59

2. Cherry Tree Ln (79th to Sheridan Dr)					
Item No.	Item	Unit	Quantity	Unit Price	Total
	Bituminous Materials (Tack Coat)	LB	2,017.80	\$0.25	\$504.45
	Leveling Binder (Machine Method), N50 (0.75")	TON	201.78	\$78.00	\$15,738.84
	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	403.56	\$80.00	\$32,284.80
	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	4,484.00	\$3.25	\$14,573.00
	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$3,000.00	\$3,000.00
	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	170.00	\$55.00	\$9,350.00
	Sidewalk Removal and Replacement 5" (Special)	SQ FT	508.00	\$15.00	\$7,620.00
	Steel Adjustment Rings, 0.5" (Special)	EACH	1.00	\$300.00	\$300.00
Grand Total					\$83,371.09

3. Hawthorne Ln (Cherry Tree Ln to Blackberry Ln)					
Item No.	Item	Unit	Quantity	Unit Price	Total
	Bituminous Materials (Tack Coat)	LB	333.45	\$0.25	\$83.36
	Leveling Binder (Machine Method), N50 (0.75")	TON	33.35	\$78.00	\$2,600.91
	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	66.69	\$80.00	\$5,335.20
	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	741.00	\$3.25	\$2,408.25
	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$3,000.00	\$3,000.00
	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	34.00	\$55.00	\$1,870.00
	Sidewalk Removal and Replacement 5" (Special)	SQ FT	25.00	\$15.00	\$375.00
	Steel Adjustment Rings, 0.5" (Special)	EACH	1.00	\$300.00	\$300.00
Grand Total					\$15,972.72

4. Blackberry Ln (79th St to Sheridan Dr)					
Item No.	Item	Unit	Quantity	Unit Price	Total
	Bituminous Materials (Tack Coat)	LB	2,075.40	\$0.25	\$518.85
	Leveling Binder (Machine Method), N50 (0.75")	TON	207.54	\$78.00	\$16,188.12
	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	415.08	\$80.00	\$33,206.40
	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	4,612.00	\$3.25	\$14,989.00
	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$3,000.00	\$3,000.00
	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	175.00	\$55.00	\$9,625.00
	Sidewalk Removal and Replacement 5" (Special)	SQ FT	674.00	\$15.00	\$10,110.00
	Steel Adjustment Rings, 0.5" (Special)	EACH	1.00	\$300.00	\$300.00
Grand Total					\$87,937.37

5. Apple Tree Ln (Blackberry Ln to Sheridan Dr)					
Item No.	Item	Unit	Quantity	Unit Price	Total
	Bituminous Materials (Tack Coat)	LB	1,710.90	\$0.25	\$427.73
	Leveling Binder (Machine Method), N50 (0.75")	TON	171.09	\$78.00	\$13,345.02
	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	342.18	\$80.00	\$27,374.40
	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	3,802.00	\$3.25	\$12,356.50
	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$3,000.00	\$3,000.00
	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	145.00	\$55.00	\$7,975.00
	Sidewalk Removal and Replacement 5" (Special)	SQ FT	517.00	\$15.00	\$7,755.00
	Steel Adjustment Rings, 0.5" (Special)	EACH	1.00	\$300.00	\$300.00
Grand Total					\$72,533.65

6. Pine Tree Ln (Apple Tree Ln to Village Limits)					
Item No.	Item	Unit	Quantity	Unit Price	Total
	Bituminous Materials (Tack Coat)	LB	176.40	\$0.25	\$44.10
	Leveling Binder (Machine Method), N50 (0.75")	TON	17.64	\$78.00	\$1,375.92
	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	35.28	\$80.00	\$2,822.40
	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	392.00	\$3.25	\$1,274.00
	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$3,000.00	\$3,000.00
	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	19.00	\$55.00	\$1,045.00
	Sidewalk Removal and Replacement 5" (Special)	SQ FT	55.00	\$15.00	\$825.00
	Steel Adjustment Rings, 0.5" (Special)	EACH	0.00	\$300.00	\$0.00
Grand Total					\$10,386.42

7. Honey Locust Ln (Blackberry Ln to Village Limits)					
Item No.	Item	Unit	Quantity	Unit Price	Total
	Bituminous Materials (Tack Coat)	LB	517.50	\$0.25	\$129.38
	Leveling Binder (Machine Method), N50 (0.75")	TON	51.75	\$78.00	\$4,036.50
	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	103.50	\$80.00	\$8,280.00
	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	1,150.00	\$3.25	\$3,737.50
	Traffic Control and Protection, Standard 701501	LSUM	1.00	\$3,000.00	\$3,000.00
	Combination Curb and Gutter Removal and Replacement, Type M3.12 (Special)	FOOT	48.00	\$55.00	\$2,640.00
	Sidewalk Removal and Replacement 5" (Special)	SQ FT	172.00	\$15.00	\$2,580.00
	Steel Adjustment Rings, 0.5" (Special)	EACH	0.00	\$300.00	\$0.00
Grand Total					\$24,403.38

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021
May	30,860,000	29,547,000	29,213,000	31,048,000	28,681,000	32,538,000	26,828,000	24,806,000
June	31,512,000	32,193,000	29,447,000	34,451,000	33,573,000	37,621,000	28,968,000	34,376,000
July	39,106,000	33,122,000	32,813,000	34,898,000	34,333,000	36,319,000	34,699,000	36,766,000
August	41,448,000	32,796,000	36,985,000	32,739,000	33,061,000	34,685,000	34,602,000	39,696,000
September	35,737,000	31,869,000	32,623,000	30,853,000	33,220,000	30,268,000	27,999,000	31,817,000
October	29,226,000	28,728,000	30,690,000	27,589,000	27,807,000	28,071,000	26,404,000	27,873,000
November	28,446,000	25,364,000	26,585,000	25,929,000	25,066,000	25,580,000	24,820,000	24,268,000
December	29,847,000	26,710,000	27,194,000	26,581,000	26,480,000	26,088,000	24,643,000	24,376,000
January	31,265,000	28,505,000	27,915,000	26,165,000	26,040,000	28,169,000	26,108,000	24,412,000
February	29,230,000	25,484,000	26,048,000	22,962,000	22,950,000	23,791,000	24,453,000	23,160,000
March	29,917,000	28,779,000	26,552,000	25,855,000	25,388,000	26,502,000	26,164,000	
April	28,101,000	25,255,000	26,791,000	24,720,000	24,583,000	26,615,000	22,048,000	
TOTAL	384,695,000	348,352,000	352,856,000	343,790,000	341,182,000	356,247,000	327,736,000	291,550,000

YEAR TO DATE LAST YEAR (gallons):
 YEAR TO DATE THIS YEAR (gallons):
 DIFFERENCE (gallons):

279,524,000
291,550,000
12,026,000

PERCENTAGE DIFFERENCE (+/-):

FY 20/21 PUMPAGE PROJECTION (gallons):
 FY 20/21 GALLONS PUMPED TO DATE:

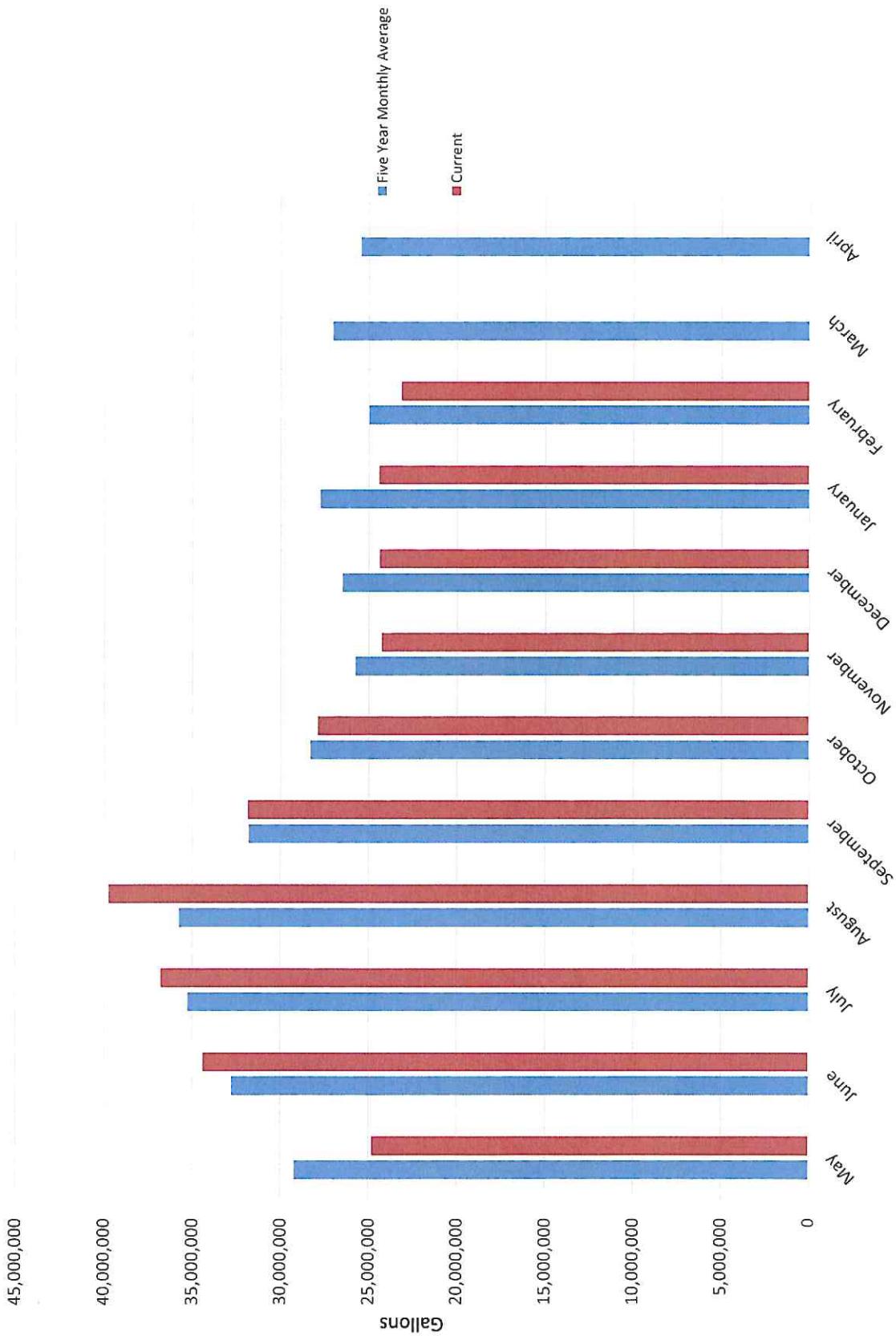
All table figures
 are in millions of
 gallons sold on
 a monthly basis
 per fiscal year.

CURRENT PERCENTAGE
 PUMPED COMPARED TO
 PROJECTION

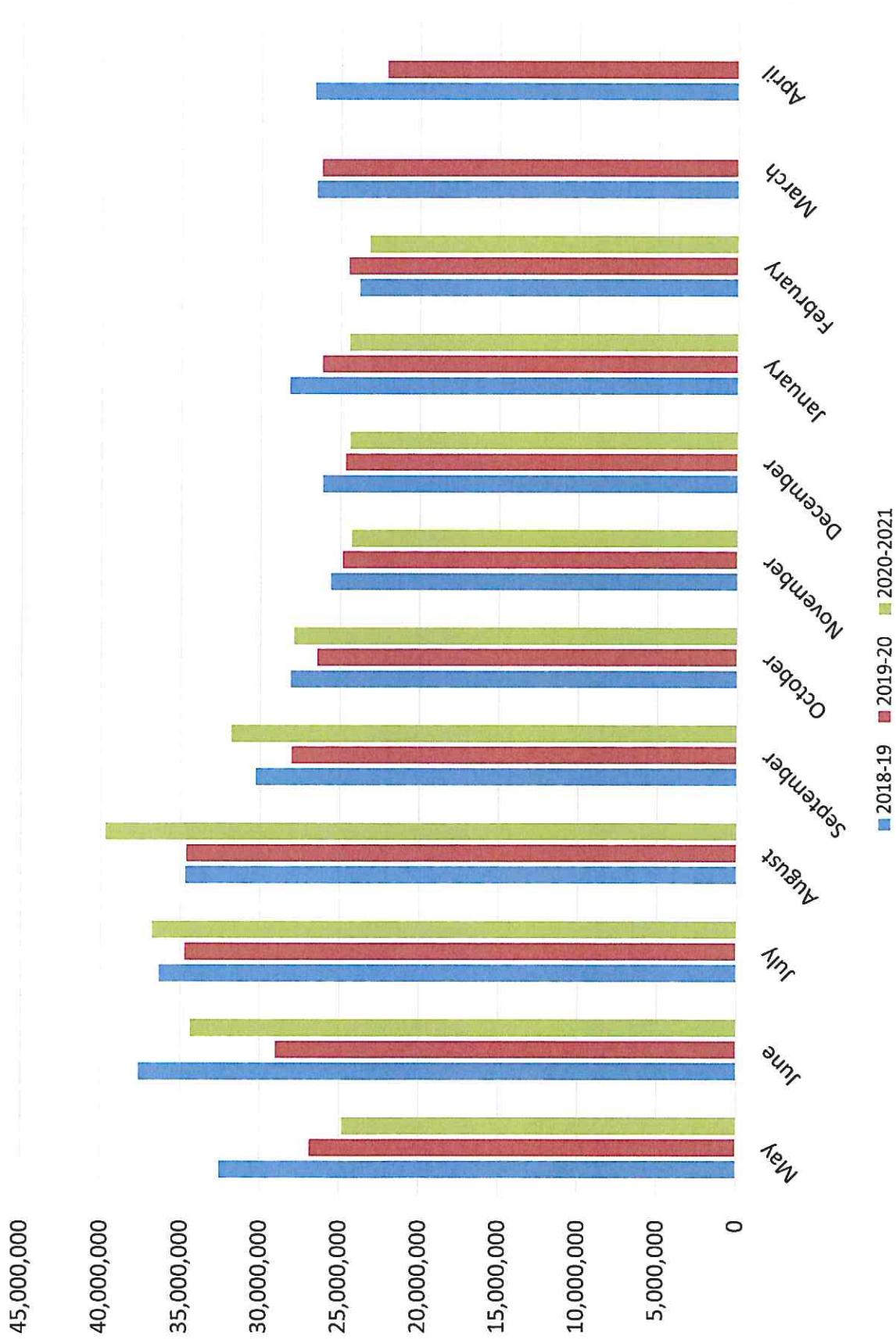
88.35%

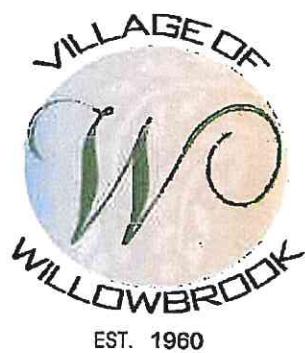
4.30%

Village Of Willowbrook
Average Monthly Pumpage
Compared to Current



Village of Willowbrook Monthly Pumpage Chart





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

MONTHLY REPORT
MUNICIPAL SERVICES DEPARTMENT
February 2021

Mayor

Frank A. Trilla

Permits Issued:

Cables	1
Electric	1
Easement	1
Garage	1
Int Mod Com	2
Int Rem. Res	3
Int Demo Com	1
NSFR	1
Re-Occp	1
Shelter Com	1
Sign	3
Window/Door	9

Village Clerk

Deborah A. Hahn

Village Trustees

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Paul Oggerino

Gregory Ruffolo

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

TOTALS	25
Plan Review Deposit Fee	3
Permit Revenue for February 2021	\$ 32,232.50
Total Revenue Collected for Fiscal YTD	\$ 281,019.43
Total Budgeted Revenue for Fiscal Year 20/21	\$ 295 000.00
Total Percentage of Budgeted Revenue Collected to Date	95.26%
Certificate of Occupancy, Final	3
Certificate of Occupancy, Temporary	0

Respectfully submitted,

Michael Mertens-Assistant Village Administrator



Proud Member of the
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2020-2021

MONTH	CURRENT FISCAL YEAR		PRIOR FISCAL YEAR	
	2020-2021	2019-2020		
MAY	\$ 41,190.44	\$ 24,660.45		
JUNE	\$ 20,616.93	\$ 18,235.23		
JULY	\$ 33,143.57	\$ 86,968.36		
AUGUST	\$ 19,558.63	\$ 13,262.60		
SEPTEMBER	\$ 25,890.62	\$ 18,390.75		
OCTOBER	\$ 19,901.01	\$ 59,207.60		
NOVEMBER	\$ 27,118.85	\$ 19,078.16		
DECEMBER	\$ 33,403.71	\$ 19,940.06		
JANUARY	\$ 27,963.17	\$ 145,370.82		
FEBRUARY	\$ 32,232.50	\$ 29,837.34		
MARCH		\$ 29,705.09		
APRIL		\$ 146,939.37		
COLLECTED REVENUE	\$ 281,019.43	\$ 611,595.83		
BUDGETED REVENUE	\$ 295,000.00	\$ 280,000.00		
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ 13,980.57	\$ (331,595.83)		
PERCENTAGE OF BUDGETED REVENUE COLLECTED	95.26%	218.43%		

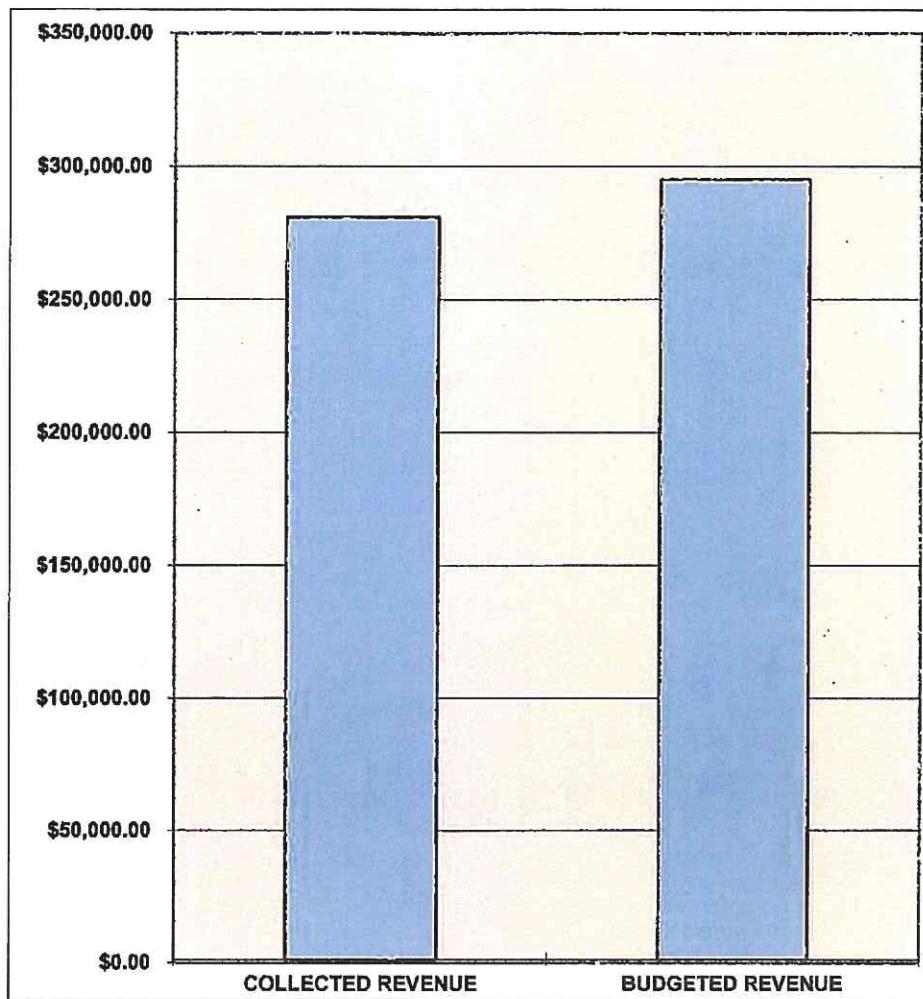
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 20-21	Fiscal Year 19-20
COLLECTED REVENUE	\$ 281,019.43	\$ 611,595.83
BUDGETED REVENUE	\$ 295,000.00	\$ 280,000.00

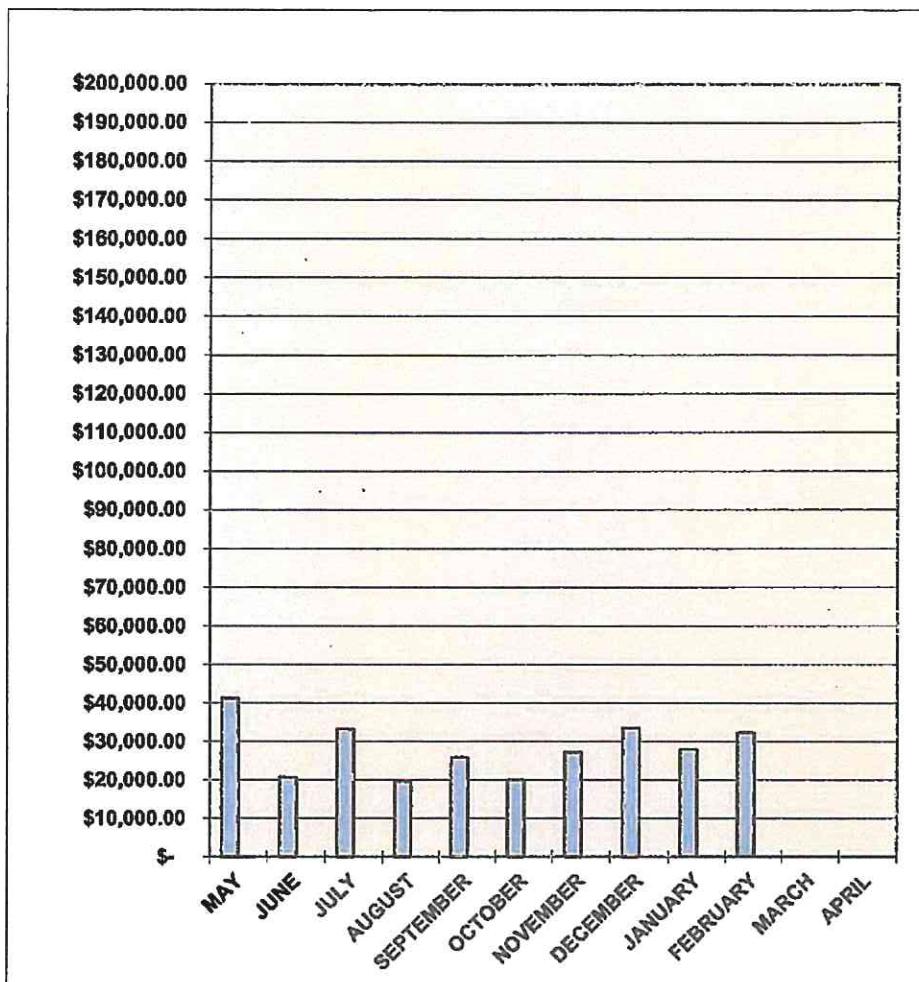
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



03/04/2021 12:29 PM
User: DSCHMIDT
DB: Willowbrook

GL ACTIVITY REPORT FOR WILLOWBROOK
FROM 01-00-310-401 TO 01-00-310-401
TRANSACTIONS FROM 02/01/2021 TO 02/28/2021

Page: 1/1

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 01 GENERAL FUND							
02/01/2021			01-00-310-401 BUILDING PERMITS				(234,738.61)
02/01/2021	CR	RCPT	Building Dept. Invoice 02/01/2021		1,000.00		(235,738.61)
02/02/2021	BD	TRX	SUMMARY BD 02/02/2021		190.00		(235,928.61)
02/02/2021	BD	TRX	SUMMARY BD 02/02/2021		215.00		(236,143.61)
02/03/2021	BD	TRX	SUMMARY BD 02/03/2021		310.00		(236,453.61)
02/08/2021	BD	TRX	SUMMARY BD 02/08/2021		385.00		(236,838.61)
02/10/2021	BD	TRX	SUMMARY BD 02/10/2021		190.00		(237,028.61)
02/11/2021	CR	RCPT	Building Dept. Invoice 02/11/2021		2,690.00		(239,718.61)
02/11/2021	CR	RCPT	Building Dept. Invoice 02/11/2021		215.00		(239,933.61)
02/16/2021	BD	TRX	SUMMARY BD 02/16/2021		250.00		(240,183.61)
02/17/2021	CR	RCPT	Building Dept. Invoice 02/17/2021		2,500.00		(242,683.61)
02/17/2021	BD	TRX	SUMMARY BD 02/17/2021		385.00		(243,068.61)
02/19/2021	CR	RCPT	Building Dept. Invoice 02/19/2021		35.00		(243,103.61)
02/22/2021	CR	RCPT	Building Dept. Invoice 02/22/2021		1,504.45		(244,608.06)
02/23/2021	CR	RCPT	Building Dept. Invoice 02/23/2021		11,623.53		(256,231.59)
02/23/2021	CR	RCPT	Building Dept. Invoice 02/23/2021		440.00		(256,671.59)
02/24/2021	BD	TRX	SUMMARY BD 02/24/2021	2,195.89			(254,475.70)
02/24/2021	BD	TRX	SUMMARY BD 02/24/2021		2,195.89		(256,671.59)
02/24/2021	CR	RCPT	Building Dept. Invoice 02/24/2021		2,153.00		(258,824.59)
02/25/2021	CR	RCPT	Building Dept. Invoice 02/25/2021		2,102.25		(260,926.84)
02/25/2021	BD	TRX	SUMMARY BD 02/25/2021		750.00		(261,676.84)
02/25/2021	BD	TRX	SUMMARY BD 02/25/2021		385.00		(262,061.84)
02/26/2021	CR	RCPT	Building Dept. Invoice 02/26/2021		1,312.50		(263,374.34)
02/28/2021			01-00-310-401	END BALANCE	2,195.89	30,831.62	(263,374.34)

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GL ACTIVITY REPORT FOR WILLOWBROOK
FROM 01-00-310-402 TO 01-00-310-402
TRANSACTIONS FROM 02/01/2021 TO 02/28/2021

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