



# CITY OF WOOD DALE

## **PUBLIC NOTICE**

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, MAY 9, 2019 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES  
OF THE  
CITY OF WOOD DALE, ILLINOIS  
MAY 9, 2019

### **I. PUBLIC WORKS COMMITTEE**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
  - i. April 25, 2019 Public Works Committee Minutes
- D. Report and Recommendation
  - i. Approval of an Agreement between the City of Wood Dale and CTR Systems Inc. for the FY 2020 Irving Park Road Sewer Repair in a Not-to-Exceed Amount of \$17,000
  - ii. Approval of Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2020 Bulk Rock Salt Contract in an Amount Not to Exceed \$86,278.40
- E. Items to be Considered at Future Meetings
  - i. Rear Yard Drainage – June
- F. Adjournment

### **II. FINANCE & ADMINISTRATION COMMITTEE**

- A. Call to Order
- B. Roll Call

- C. Approval of Minutes of Meeting
  - i. March 14, 2019 Finance & Administration Committee Minutes
- D. Report and Recommendation
  - i. Vehicle Stickers – End of Year Processing Change
  - ii. Electric Aggregation – 100% Green Option
- E. Items to be Considered at Future Meetings
- F. Adjournment

**POSTED IN CITY HALL ON MAY 3, 2019 AT 4:30 PM**



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## PUBLIC WORKS COMMITTEE MINUTES

Committee Date: April 25, 2019  
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods  
Absent: Ald. R. Wesley  
Also Present: Mayor Pulice, City Manager Mermuys, Chief Vesta, E. Cage, A. Lange, B. Garelli  
Meeting Convened at: 8:11 p.m.

### **APPROVAL OF THE MINUTES:**

The minutes of the April 11, 2019 meeting were approved as presented.

### **REPORT & RECOMMENDATION:**

APPROVAL OF AGREEMENT BETWEEN CITY OF WOOD DALE AND RJN GROUP FOR FY2020 INFILTRATION AND INFLOW PROJECT

### **DISCUSSION:**

Mr. Mermuys stated that the City has been doing this for quite some time and has seen improvements. The construction has been done for a number of areas, and they are now moving on to new areas. It is a vital program for wastewater that is much needed. He stated that the City experienced two sanitary overflow issues during 2018.

Michael Young from RJN explained that his firm first does an investigation and then repairs what needs fixing once areas are prioritized. This reduces flow and extends life of the sewers and manholes. This year's study area will determine what needs to be fixed and a multi-year plan will be created to fix those sewers. Ald. Jakab inquired as to what the average life is of a sewer line. Mr. Young stated that the clay pipes are from the 50's and 60's and their useful life ends at 50; the line itself adds another 50 years. He noted these are very difficult for City staff to repair, so it is better if they can get in and find and repair first. They pre- and post televise the lines to ensure they are fixed correctly, and only look at the public system.

Ald. Sorrentino asked if this has any impact on flooding issues. Mr. Young responded the amount of water has less than a 1% impact on storm flow that gets into the sanitary system. Mr. Garelli talked about the infiltration system and any impacts on the community. He explained that the Treatment Plant can only take so much before it starts to overflow the



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manholes. That is in violation of the Clean Water Act and needs to be reported to the IEPA. Another problem is the City is then paying to treat water that shouldn't even be coming into Wood Dale in the first place.

Mayor Pulice explained that I&I does not have anything to do with flooding. Rain goes into the storm water sewers and not the sanitary sewers to put the City into excess flows; rainwater does not go to the treatment plan.

**VOTE:**

Ald. Susmarski made a motion, seconded by Ald. Catalano, to approve to approve an Agreement between the City of Wood Dale and RJN Group for the FY 2020 Infiltration and Inflow Project in a Not-to-Exceed Amount of \$154,391.00. A roll call vote was taken, with the following results:

Ayes:	Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays:	None
Abstained:	None
Motion:	Carried

**ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:**

- a) Senior Grass Program – May/June
- b) Yard Drainage Not For Profit – May/June

**ADJOURNMENT:**

The meeting adjourned at 8:30 p.m.

*Minutes taken by Eileen Schultz*



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: May 9, 2019  
Subject: FY 2020 Irving Park Sewer Repair Agreement  
Staff Contact: Brett Garelli, Assistant Public Works Director  
Department: Public Works

**TITLE:** Approval of an Agreement between the City of Wood Dale and CTR Systems Inc. for the FY 2020 Irving Park Road Sewer Repair in a Not-to-Exceed Amount of \$17,000

### **RECOMMENDATION:**

Staff recommendation for Approval of an Agreement Between the City of Wood Dale and CTR Systems Inc. for the FY 2020 Irving Park Road Sewer Repair in a Not to Exceed Amount of \$17,000.00.

### **BACKGROUND:**

The City of Wood Dale Staff attempts to be proactive in televising our sanitary collection system to identify structural problems before they cause problems. Two structural issues were identified east of Addison Road on Irving Park Road. Pictures are attached to show the issues.

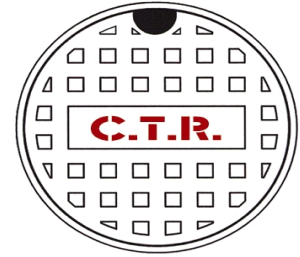
### **ANALYSIS:**

Three Contractors were contacted to provide a proposal for these repairs. Two of the contractors, John Neri Construction and A Lamp Construction, would perform a traditional repair where the street is excavated. CTR Systems Inc. would perform a slip line repair with the road intact. John Neri Construction provided a proposal of \$27,500 which included bypass pumping. A Lamp Construction is making every effort to provide a proposal but is extremely busy right now. The City of Wood Dale staff would perform the bypass pumping should the Council approve this agreement with CTR Systems Inc.

### **DOCUMENTS ATTACHED**

✓ CTR Systems Inc. Proposal and Pictures

**C.T.R. SYSTEMS, INC.**  
**CHICAGOLAND TRENCHLESS**  
**REHABILITATION**  
**7400 WAUKEGAN RD. / SUITE #102**  
**NILES, ILLINOIS 60714**  
**PH.(847) 588-1145**  
**FX.(847) 588-1146**



City of Wood Dale  
 404 N. Wood Dale Road  
 Wood Dale, IL 60191

Office:(630) 766-4900  
 Cell:312-320-6550

**Attn: Brett Garelli**  
**Email:** bgarelli@wooddale.com

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**Proposal : April 25, 2019**

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**DESCRIPTION:** *Sectional Liner on Irving Park Rd. – Wood Dale , IL.-*

We propose to furnish the necessary material, labor, and equipment to perform a C.I.P.P. sectional lining procedures to repair faults within the sanitary line.

**UPSTREAM MH-7-17 to DOWNSTREAM MH-7-18:**

1. CUT BACK WHAT IS SAID TO BE A MINERAL DEPOSIT AT APPROX. 80' @..... \$385. 00
2. INSTALL A 12" X 8' SECTIONAL LINER AT APPROX. 80' FROM UPSTREAM MH-7-17 @ ..... \$6200.00
3. INSTALL A 12" X 8' SECTIONAL LINER AT APPROX. 58' FROM UPSTREAM MH-7-17 @.....\$6200.00

**\*\*NOT TO EXCEED \$17,000\*\***

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**NOTES:**

- WE DEEM IT NECESSARY TO PLUG THE UPSTREAM LINES FOR APPROXIMATELY 30 MIN OR LESS.. THIS WILL MINIMIZE THE AMOUNT OF FLOW, WHILE WE PUT THE SECTIONAL LINER IN PLACE. ONCE THE LINER IS IN PLACE WE WILL LET THE PLUGS LOOSE AND ALLOW THE FLOW TO BE REDUCED TO APPROX. 3" DIAMETER DURING CURING TIME (APPROX. 3HR). WE WILL ALSO WORK WITH VILLAGE PERSONAL TO MONITOR FLOW LEVELS AND HELP SET THE VILLAGE PUMPS IF BYPASS IS NEEDED.
- BOTH OF THE FAULTS IN THE ABOVE REFERENCED SEWER LINE SEGMENT ARE OF EXTREME CONDITION AND IF A FAILURE WAS TO OCCUR DURING THE INSTALL, C.T.R. WILL NOT BE RESPONSIBLE FOR ANY FURTHER OBLIGATIONS OR REPAIRS. IF FAILURE OCCURS BECAUSE OF THE EXTREME CONTIONS OF THE PIPE THERE WILL BE A FORFIET FEE OF \$2,500.00
- IF WE HAVE TO FORFIET BECAUS PIPE CONDITIONS HAVE WORSENERD SINCE THE VIDEO WE REVIEWED (WHICH WAS PERFORMED ON 3-19-19), THERE WILL BE A FORFEIT FEE OF \$2,200.00
- IF WE FEEL WE HAVE TO FORFEIT THE REPAIR DUE TO IMPROPER MEASUREMENTS (GIVEN TO US) OF THE PIPE, THERE WILL BE A FEE OF \$2,500.00

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PRE AND POST INSPECTION USB FLASH DRIVE WILL BE SUPPLIED FOR SPOT REPAIR.

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**Purchaser Will Furnish:**

- Water from a 1½" to 2" outlet capacity outlet for our high velocity jetting equipment. .
- Any special permits or fees.
- Access to all manholes and sewer lines.
- A dump site for debris removed from the sewers and/or manholes during cleaning
- Any additional traffic control should it be necessary to provide more than standard traffic cones and truck mounted arrow boards.

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Thank you for the opportunity and for allowing us to present this quote. If this meets with your acceptance, please sign below and fax a copy back to me along with a purchase order, if applicable. **Payment is due upon completion of the work.**

If you have any questions, please feel free to contact Danny Di Paolo at cell phone no. (773) 575-5302.

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PRINT: \_\_\_\_\_

SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

Photos of Irving Sewer Line





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: May 9, 2019  
Subject: FY 2020 Salt Contract  
Staff Contact: Alan Lange, Assistant Public Works Director  
Department: Public Works

**TITLE:** Approval of Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2020 Bulk Rock Salt Contract in an Amount Not to Exceed \$86,278.40

### **RECOMMENDATION:**

Staff recommends approval of agreement between City of Wood Dale and Compass Minerals America, Inc. for the purchase of bulk rock salt in an amount not to exceed \$86,278.40.

### **BACKGROUND:**

In the past the City of Wood Dale has used DuPage County Division of Transportation's Bulk Rock Salt Bid as an outline for the purchase of bulk rock salt. The County solicits bids for the upcoming year, and tabulates the results. Included in this bid is the allowance for individual municipalities to contract with the vendor of their choice.

Staff has requested 800 tons of bulk rock salt for FY2020. Compass Minerals America, Inc. was the low bidder at \$82.96/ton. This is an increase of \$15.81/ton from last year. The City is required to purchase at least 80% (640 tons) of the requested amount, but is allowed to purchase up to 130% (1,040 tons) at the same unit price. This range is compatible with quantities used in previous years.

### **ANALYSIS:**

Staff recommends to continue utilizing DuPage County Salt Bid pricing for the FY2020. Although the price has increased approximately 23.5%, Compass Minerals America, Inc. was the lowest submitted bid.

### **DOCUMENTS ATTACHED**

✓ DuPage County Salt Bid Tabulation



✓ DuPage County Winning Bid Document



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT

BID #19-048-DOT - BULK ROCK SALT  
BID TABULATION

	Standard Delivery Qty	√ COMPASS MINERALS AMERICA INC.		DETROIT SALT COMPANY		MORTON SALT, INC.	
		Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total
Group 1 - DuPage County Standard Delivery	20,000	\$ 82.96	\$ 1,659,200.00	\$ 83.32	\$ 1,666,400.00	\$ 95.15	\$ 1,903,000.00
Unit Cost per Ton 130% -150% of Projected Usage		\$ 102.96		\$ 91.32		No Bid	
<b>TOTAL GROUP 1</b>			\$ 1,659,200.00		\$ 1,666,400.00		\$ 1,903,000.00
Group 2A - Townships/Municipalities Early Delivery	11,700	\$ 82.96	\$ 970,632.00	\$ 80.37	\$ 940,329.00	\$ 99.15	\$ 1,160,055.00
Group 2B - Townships/Municipalities Standard Delivery	60,820	\$ 82.96	\$ 5,045,627.20	\$ 90.03	\$ 5,475,624.60	\$ 95.15	\$ 5,787,023.00
Unit Cost per Ton 130% -150% of Projected Usage		\$ 102.96		\$ 98.08		No Bid	
<b>TOTAL GROUP 2</b>			\$ 6,016,259.20		\$ 6,415,953.60		\$ 6,947,078.00

NOTE:  
 1) For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.  
 2) Cargill submitted a No Bid.

Invitations Sent	12
Potential Bidders Requesting Bid Documents	12
Total Bid Responses Received	3
Bid Opening Attended	DT, JEM



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

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**THE COUNTY OF DUPAGE  
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 April 4, 2019 at 2:00 p.m. at 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 19-048-DOT. Bid document, including specifications, may be obtained from the Finance Department by phone at 630-407-6181 or onsite during regular business hours at no cost or from the internet via [www.demandstar.com](http://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.

Date	Bid Event Activity
March 18, 2019	Legal Notice Advertisement Placed
March 25, 2019 3:00 pm CST	Questions due to Buyer Email: <a href="mailto:joan.mcavoy@dupageco.org">joan.mcavoy@dupageco.org</a>
March 28, 2019 3:00pm CST	Final Q&A Addendum Published
April 4, 2019 2:00 pm CST	Submittals Due to Finance Office

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## SECTION 1 - PROJECT INFORMATION

PROJECT NAME:	BULK ROCK SALT
USER DEPARTMENT:	DIVISION OF TRANSPORTATION

√	<b>SUBMITTAL CHECKLIST</b>
	<b>ORIGINAL BID WITH ONE (1) BUSINESS CARD ATTACHED AND ONE COPY</b>
	<b>ADDENDA NUMBER ACKNOWLEDGED ON BID FORM, IF APPLICABLE</b>
	<b>BID SECURITY/BID BOND FOR GROUP 1 – 5% SUBMITTED WITH BID</b>
	ALL MANDATORY FORMS

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
BID SECURITY/BID BOND FOR GROUP 1	5% SUBMITTED WITH BID
PERFORMANCE PAYMENT BOND	20%, 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 CERTIFICATE OF GOOD STANDING FOR CURRENT YEAR	<b>DUE WITH BID SUBMITTAL</b> <a href="http://www.cyberdriveillinois.com/departments/business_services/howdoi.html">http://www.cyberdriveillinois.com/departments/business_services/howdoi.html</a>

## SECTION 2 - INSTRUCTIONS TO BIDDERS

### ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com) or [www.co.dupage.il.us](http://www.co.dupage.il.us), as well as from the Buyer listed in this document.

Businesses without Internet access may contact the Buyer listed on page 1.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive an 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 prevail.

### 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.

### BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Bid Response for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. **Bidders must sign, in ink, the bid form where indicated and have the signature notarized.**

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

### 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 and bid must be clearly marked as an ALTERNATE.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Officer of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications, and the Procurement Officer's decision will be final and binding.

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.

### COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

**COMPLIANCE WITH ILLINOIS STATE LAW:**

By submitting a response, bidder [offeror] certifies that it has obtained any and all required authorizations, certifications, and/or licenses required by law in order to perform the work described herein and transact business within the State of Illinois. This includes, 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.

**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 an item bid, 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.

**EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being accepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

**EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

**ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage.

**INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications of this ITB, the Bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

**PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate the same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.



Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of the number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. **The bidder must fill in all blanks. Use "N/A" or "None" where applicable.**

**If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by anyone other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.**

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Officer shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

#### **SUBMISSION OF BIDS:**

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

**Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.**

You must allow sufficient time for processing through the County's internal mailroom system.

#### **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 exception is "[t]rade 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 un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

#### **CONTRACT AWARD INFORMATION:**

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

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail, e-mail or fax. Award status can be viewed at [www.DemandStar.com](http://www.DemandStar.com).



Response summaries will be available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Buyer.

## SECTION 3 - GENERAL CONDITIONS

### 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. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addendum a minimum of forty-eight (48) hours in advance of the bid deadline.

### 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.

### 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 in excess of \$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.

### COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

### 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 unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause 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 will be answered within two (2) business days via email with a return reply acknowledging receipt of the email requested. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

All contact with the Buyer issuing this solicitation, regarding this document, must be in writing by email; email "Subject:" line must contain Bid Number.

### 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.

### 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.

**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.

**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.

**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.

**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.

**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.

**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.

**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 due to 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. due to indemnification or insurance.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.**

**PROTEST:**

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Officer. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The procurement Officer will respond to the written protest within seven (7) days. The Procurement Officer's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

**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.

**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.

**TERMINATION, CANCELLATION AND DAMAGES:**

This contract may be terminated upon mutual agreement of both parties.

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to correct before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges, provided Contractor received at least thirty (30) days prior written notice of termination.

**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.

**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.

**WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.



**SECTION 4 - SPECIAL CONDITIONS**

**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.

**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.

**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.

\_\_\_\_\_ none \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**RENEWAL & EXTENSION:**

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and if such renewals are mutually agreed to by both parties. In no event, shall the term plus renewals exceed four (4) years.

**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.

**CANCELLATION:**

The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, r (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.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in

the County resorting to any single or combination of the following remedies:

- a) Cancel the contract;
- b) Reserve all rights or claims of damage for breach or any covenants of the contract;
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

**THIRD PARTY AGREEMENT**

The County shall not enter a third party rental agreement and reserves the right to disqualify a vendor so bidding.

**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 Darcie Garza 140 North County Farm Road Wheaton, IL 60187
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**VENDOR QUALIFICATIONS:**

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

## SECTION 5 - 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.	<b>Workers Compensation</b>	Statutory
2.	<b>Employers Liability</b>	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	<b>* Commercial General Liability</b>	
	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	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	<b>Fire Legal Liability (any one fire)</b>	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	<b>* Umbrella Excess Liability (over primary)</b>	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	<b>* Business Auto Liability</b>	\$ 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  
dthompson@dupageco.org

## SECTION 6 - SPECIFICATIONS

### BID #19-048-DOT BULK ROCK SALT

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 township/municipality.

#### **COUNTY AUTHORIZED REPRESENTATIVE:**

The County authorized representative for this bid is Darcie Garza, CPPB, reachable at 630-407-6920 or her 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, 2019 through April 30, 2020, 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, 2019. All salt will be delivered by May 31, 2020. 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:**

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 Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/19. 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, 2019. 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.

**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.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	20,000 TONS	\$ 82.96 /TON	\$ 1,659,200.00
<b>TOTAL GROUP 1 –B</b>			<b>\$ 1,659,200.00</b>

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE  
 \$ 102.96 PER TON

<b>TOTAL GROUP 1</b>	<b>\$ 1,659,200.00</b>
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**SHIPPING AND BILLING INFORMATION:**

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6930 FX: (630) 407-6962	DuPage County Division of Transportation Attn: Darcie Garza, CPPB 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6920 FX: (630) 407-6921
Same	DuPage County Public Works Attn: Darcie Garza, CPPB 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6920 FX: (630) 407-6921

**GROUP 2 – TOWNSHIPS/MUNICIPALITIES**

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each 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, 2019**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	11,700 TONS	\$ 82.96 /TON	\$ 970,632. <sup>00</sup>
<b>TOTAL GROUP 2 –A</b>			<b>\$ 970,632.<sup>00</sup></b>

**B – STANDARD DELIVERY –** Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the 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 Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	60,820 TONS	\$ 82.96 /TON	\$ 5,045,627. <sup>20</sup>
<b>TOTAL GROUP 2 –B</b>			<b>\$ 5,045,627.<sup>20</sup></b>

**UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE**  
 \$ 102.96 PER TON

Location	Bill To:	Ship To:	A-100% Confirmed Quantities – Delivery before November 30, 2019	80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	300	700
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331		2100
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		7500
Bartlett, Village of	1150 Bittersweet Drive Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103		1000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106		1000
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108		1500
Village of Bloomington	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108		2000
Burr Ridge, Village of	451 Commerce St. Burr Ridge, IL 60527	9400 Garfield Ave. Burr Ridge, IL 60527		1800
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188		2500
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514		400
Darien, City of	1702 Plainfield Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561		3000
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559		1200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	5000	
DuPage Airport Authority	2700 International Drive, Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185		120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137 1051 St. Charles Road Glen Ellyn, IL 60137	500	2000
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2041 Lake St. Hanover Park, IL 60133		1800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521		700
Itasca, Village of	550 W. Irving Park Road Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143		1200

Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532		1200
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532		1950
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148		3500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137		2000
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	300	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oakbrook, IL 60523		600
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	3600	4000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181		600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555		1300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185		400
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	2000	2000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559		1600
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189		3300
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527		800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190		650
Winfield Township	P.O. Box 617 West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185		2000
Wood Dale, City of	720 Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191		800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 7900 IL Route 53 Woodridge, IL 60517		2200
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148		1000



**SECTION 7 - MANDATORY FORMS  
 BID FORM  
 BID #19-048-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, Cust. Service)
Fax Number	913-338-7945 (Cust Service/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:

Anthony J Sepich, President, CEO & Sr VP, Salt  
 (President or Partner)

Jon Schnieders ; VP, Sales, Bulk Road Deicing  
 (Vice-President or Partner)

Diana C Toman: Sr VP, General Counsel & Corp 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.)

attached

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).

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

**March 20, 2019**

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:

Anthony J. Sepich	President; CEO; and Senior Vice President, Salt
James D. Standen	Chief Financial Officer and Treasurer
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Jon Schnieders	Vice President, Sales, Bulk Road Deicing
Jason Haskell	National Sales Manager
Sean Lierz	Highway Sales Manager
Joel Gerdes	Highway Sales Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Kendall Rooney	Customer Service Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzios	Assistant 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

  
Diana C. Toman

## BID FORM PRICING

COMPANY NAME: Compass Minerals America Inc

**GROUP 1 – DuPAGE COUNTY**

**STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	20,000 TONS	\$ 82.96 /TON	\$ 1,659,200.00
TOTAL GROUP 1			\$ 1,659,200.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE  
 \$ 102.96 PER TON

**GROUP 2 – TOWNSHIPS/MUNICIPALITIES**

**A – EARLY DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	11,700 TONS	\$ 82.96 /TON	\$ 970,632.00
TOTAL GROUP 2 –A			\$ 970,632.00

**B – STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	60,820 TONS	\$ 82.96 /TON	\$ 5,045,627.20
TOTAL GROUP 2 –B			\$ 5,045,627.20

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE  
 \$ 102.96 PER TON

TOTAL GROUP 2 (A+B)	\$ 6,016,259.20
---------------------	-----------------

**BID FORM SIGNATURE PAGE**

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.

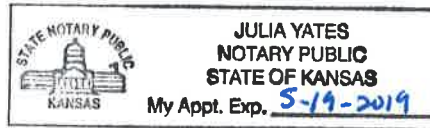
**X** *[Handwritten Signature]* V.P.  
(Signature and Title)

**CORPORATE SEAL**  
(If available)

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

Subscribed and sworn to before me this 1 day of April AD, 20 19

*[Handwritten Signature]* My Commission Expires: May 19, 2019  
(Notary Public)



SEAL

## REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

### 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/>

**Continuing Disclosure:** It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department any time contributions are made to the Chairman or County Board Members after the most recent authorized contract action.

**Failure to Comply:** Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive. Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

**Contribution:** A gift, subscription, dues, loan, advance, or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

**Multi-year contracts:** Contracts with a duration greater than 12 months require annual updates to be filed by the vendor with the user department and forwarded to Procurement. The reporting period should be the current and previous calendar years.

**Prohibited Source:** Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member, or employee (iii) conducts activities regulated by the Chairman, County Board member, or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member, or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has been contributed.



Attached

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

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 established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requestor's name and address (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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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](http://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 19-048-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: lierz@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

Title

Date

Jon E. Schnieder

Jon E. Schnieder

V.P.

4/1/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page N/A of \_\_\_\_\_ (total number of pages)

## 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. Additional references may be required.

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

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

<b>COMPANY NAME:</b>	Illinois Tollway
<b>ADDRESS:</b>	P O Box 3094
	Attn: Contract Admin.
	Lisle, IL 60532
<b>CONTACT PERSON:</b>	Marlene Nagel
<b>TELEPHONE NUMBER:</b>	630-241-6800 ext 3980

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

**SECTION 8 - SAMPLE CONTRACT AGREEMENT**  
CONTRACT # 19-048-DOT BETWEEN [CONTRACTOR]  
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 #19-048-DOT for its Division of Transportation located at the DuPage County Center, 140 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 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 Bid Invitation
- 1.1.b Project Information
- 1.1.c Instructions to Bidders
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.i Exhibits
- 1.1.j 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 one (1) year period beginning on \_\_\_\_\_, 2018 and continuing through \_\_\_\_\_, 2018.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications.

2.3 In no event, shall the term plus renewals exceed four (4) years.

2.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor'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.

3.0 BID PRICES AND PAYMENT

3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

3.2 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.

4.0 AMENDMENTS

4.1 This Contract may be amended by mutual agreement.

4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

5.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

5.1 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.

6.0 SEVERABILITY CLAUSE

6.1 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.

7.0 GOVERNING LAW

7.1 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.

8.0 ENTIRE AGREEMENT

8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.2 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.

COUNTY OF DU PAGE, ILLINOIS

[CONTRACTOR]

By: \_\_\_\_\_  
JAMES McGUIRE  
PROCUREMENT OFFICER

By: SAMPLE – DO NOT SIGN \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

SECTION 9 - ENVELOPE LABEL

**SEALED BID PROPOSAL**

**INVITATION #:** 19-048-DOT  
**OPENING DATE:** 04/04/2019  
**OPENING TIME:** 2:00 P.M.  
**DESCRIPTION:** BULK ROCK SALT  
COMPASS MINERALS AMERICA INC.  
**COMPANY NAME:** \_\_\_\_\_

**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!





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> Compass Minerals 9900 W. 109th Street, Suite 100 Overland Park, KS 66210	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : ACE American Insurance Company	22667
	INSURER B : ACE Property And Casualty Ins Co	20699
	INSURER C : N/A	N/A
	INSURER D :	
	INSURER E :	

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-003283692-05                      **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			XSLG2762943A	11/01/2018	11/01/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH08868980	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G28187981003	11/01/2018	11/01/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC48133654 (AOS) SCFC48133666 (WI)	11/01/2018 11/01/2018	11/01/2019 11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
DuPage County Procurement is included as additional insured where required by written contract with respect to general and auto liability. The general liability and auto liability policies are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

### CERTIFICATE HOLDER

DuPage County Procurement  
Services Division  
Attn: Bruce Flowers, Buyer  
421 north county farm road  
wheaton, IL 60187

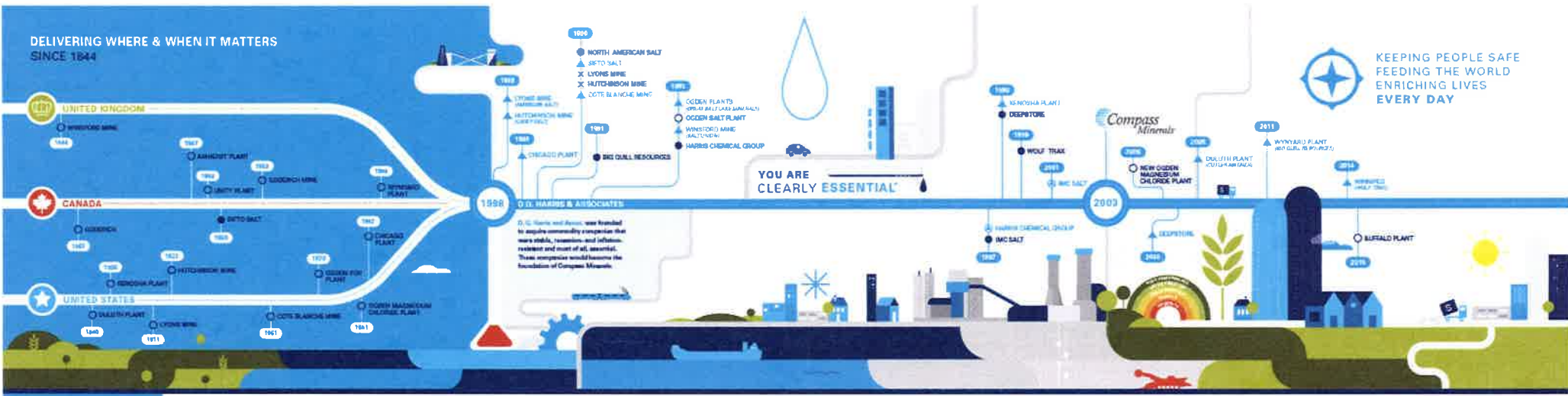
### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Risk & Insurance Services  
Tiffani Berrett *Tiffani Berrett*

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DELIVERING WHERE & WHEN IT MATTERS  
SINCE 1844



KEEPING PEOPLE SAFE  
FEEDING THE WORLD  
ENRICHING LIVES  
EVERY DAY

THE HISTORY OF  
COMPASS MINERALS

Our roots date back to the mid-18th century, across three countries to companies focused on essential minerals.

- KEY
- FOUNDED
  - OPENED
  - ⊗ ACQUIRED BY NEW HOLDING COMPANY
  - ⊗ DIVERTED
  - ▲ ACQUIRED

1844: D. G. Harris & Associates (DGA) founded. DGA acquired American Salt Company with Lyons Mine and Galt Salt with Northam Mine.

1848: DGA acquires Chicago Plant from Conner Chemical Limited.

1849: DGA founded North American Salt Company (NASCO) as a holding company, acquired S&W Salt from Donner with Goddard, Annetts, Minerva and Lundy operations; diverted Lyons Mine of American Salt and Alabaster Mine of Dany Salt to acquire Cote-Blanche Mine.

1891: Big Dull Resources, Canadian salt site of potash producer, founded. Big Dull acquired Winfield Plant.

1895: DGA acquired Great Salt Lake Minerals with Ogden S&W and Magnesium Chloride Plants, acquired Ogden Salt Plant, acquired Salt Lake with Winfield Mine and founded Harris Chemical Group.

1907: BAC GmbH acquired Harris Chemical Group and founded BAC Salt as the holding company.

1948: Deep Green founded to make use of underground space in U.S. salt mine, Kanab.

1967: BAC Salt acquired by Apollo Management through an affiliate named Compass Minerals Group.

2009: Compass Minerals (NYSE:CM) through an IPO.

2011: Compass Minerals acquired BAC Salt to Compass Minerals.

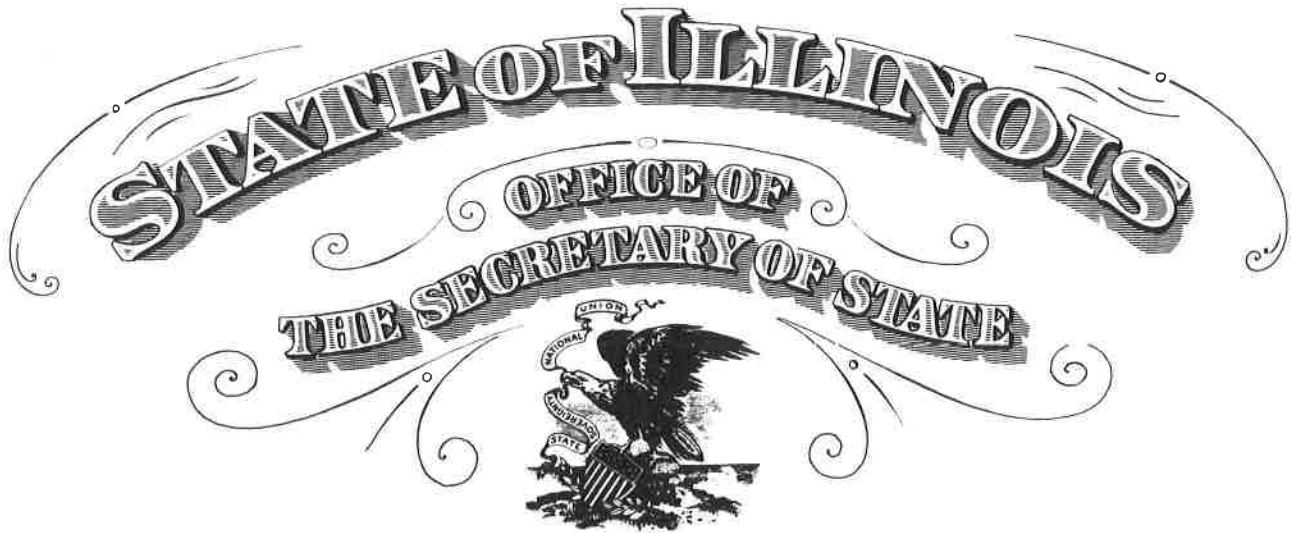
2014: Duluth Magnesium Chloride Plant was established as a wholly owned company of Compass Minerals.

2016: Compass Minerals acquired salt business of Coltec-Megnar with Duluth Plant.

2019: Compass Minerals acquired Big Dull Resources with Winfield Plant.

2019: Compass Minerals acquired West Texas, Inc. through an affiliate named Compass Minerals.

2019: Compass Minerals built and opened Buffalo Pottery Plant.



**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 RELATING TO THE PAYMENT OF FRANCHISE TAXES, 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 2ND day of APRIL A.D. 2019 .***



*Jesse White*

SECRETARY OF STATE

# 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](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1573508

DATE: 07-28-14

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:

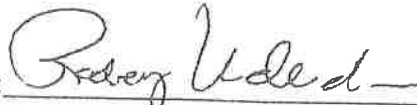
**FIRST:** The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

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 1<sup>st</sup> day of August, 2014.

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

By: 

Rodney L. Underdown  
Chief Financial Officer and Secretary



# 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/m<sup>3</sup> (76 lbs/ft<sup>3</sup>), average particle size 0.011"

### Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

Chemical Analysis Before Admixing (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO <sub>4</sub>	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO <sub>4</sub>	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7948	2648 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO <sub>4</sub>	ppm	19051	6350 - 31752

### TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USP 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	76.6	63.6 - 89.8
8	8	0.093	47.6	34.3 - 60.9
16	14	0.046	27.3	18.4 - 36.2
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



## 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

### 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/ft<sup>3</sup>)

### Admixture

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

Chemical Analysis				
Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO <sub>4</sub>	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl <sub>2</sub>	(%)	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 <sub>4</sub>	(%)	9265	2371 - 12273
Moisture	H <sub>2</sub> O	(%)	0.19	0 - 1

Typical Screen Data				
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)

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





# 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.

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

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### 3. Composition/Information on Ingredients

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**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.

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### 4. First Aid Measures

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<b>Inhalation</b>	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.
<b>Skin contact</b>	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
<b>Eye contact</b>	Rinse with water. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.

---

### 5. Fire Fighting Measures

---

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

---

### 6. Accidental Release Measures

---

<b>Personal precautions, protective equipment and emergency procedures</b>	Restrict area to facilitate clean up.
<b>Methods and materials for containment and cleaning up</b>	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.
<b>Environmental precautions</b>	Avoid direct release into waterways and sewers.

---

### 7. Handling and Storage

---

<b>Precautions for safe handling</b>	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	<p>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.</p> <p>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.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
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.

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### 9. Physical and Chemical Properties

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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

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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.

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### 11. Toxicological Information

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#### 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.

Product	Species	Test Results
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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.

Germ 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.

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## 12. Ecological Information

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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.

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## 13. Disposal Considerations

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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.

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## 14. Transport Information

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

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## 15. Regulatory Information

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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**

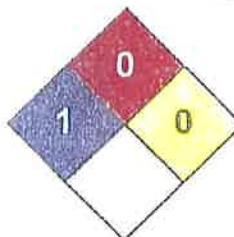
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*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.

# Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: n/a

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Compass Minerals America Inc.  
9900 W. 109th Street, Ste. 100  
Overland Park, KS 66210

### SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106-3703  
State of Inc: Pennsylvania

### OWNER:

(Name, legal status and address)

DuPage County Procurement Services Division  
421 N County Farm Road, Room 3-400  
Wheaton, IL 60187-3978

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

Bulk Rock Salt 19-048-DOT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of April, 2019

  
(Witness)

Compass Minerals America Inc

(Principal)



(Title)

(Seal)

Westchester Fire Insurance Company

(Surety)

(Seal)

  
(Witness) Lindsey Plattner

  
(Title) Tina Davis, Attorney-in-Fact



State of                    UT  
County of                Salt Lake                } ss:


On                                April 4, 2019                                , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

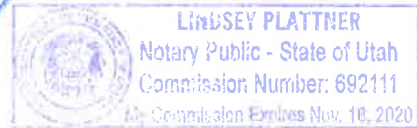
Tina Davis

known to me to be Attorney-in-Fact of Westchester Fire 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                                11/18/2020

  
Lindsey Plattner Notary Public



# Power of Attorney

## Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise,
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments,
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments,
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Linda Lee Nipper, Lindsey Plattner, Lisa Hall and Tina Davis, all of the City of SALT LAKE CITY, Utah, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS & Zero Cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 June 2018.



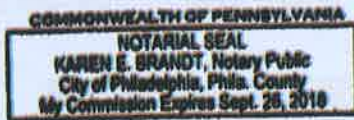
WESTCHESTER FIRE INSURANCE COMPANY

  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 6 June 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4<sup>TH</sup> day of APRIL 20 19.



  
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JUNE 6, 2020.





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ADDENDUM #1 – RFP #19-048-DOT  
BULK ROCK SALT

March 28, 2019

This Addendum #1 consists of the following Responses to Questions submitted for the above captioned Proposal.

Please acknowledge this addendum #1 on the Bid Form.

1. On page 17 of the bid, under "Stocking Requirements", it states that 130% of the standard delivery quantity will be required to be in stock at a local terminal by December 1, 2019. Is this for Group 1 only? Group 2 only? Groups 1 and 2?

ALL Contractual Quantities will be required to be in stock at a local terminal by December 1, 2019.

2. Are Bidders required to bid both Groups? Or may they only bid Group 1? Or only bid Group 2?

Bidders are not required to bid both groups.

DuPage County reserves the right to award to the lowest responsive, responsible bidder(s) by Lump Sum Bid or Group 1, whichever is in the best interest of the DuPage County.

3. How will you award the bid?

On Page 16 of the Bid:

**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 township/municipality.

4. Will you favor an award to a vendor who bids both groups?

No, the County does not favor an award to a vendor who bids both groups.

5. Will Group 1 be awarded to multiple bidders? Or will Group 1 be awarded to just one bidder?

Group 1 will be awarded to one (1) bidder.

6. Will Group 2 be awarded to multiple bidders? Or will Group 2 be awarded to just one bidder?

Group 2 is awarded by each local agency.



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## **FINANCE & ADMINISTRATION COMMITTEE MINUTES**

Committee Date: March 14, 2019  
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods  
Absent: Ald. R. Wesley  
Also Present: Mayor Pulice, Treasurer Porch, City Manager Mermuys, Police Chief Vesta, Finance Director Brad Wilson, Public Works Director Matt York, Management Analyst Kate Buggy, Assistant Public Works Director Alan Lange and Brett Garelli, Accountant Albert Walczak  
Meeting Convened at: 7:38 p.m.

### **APPROVAL OF THE MINUTES:**

The minutes of the February 28, 2019 meeting were approved as presented.

### **REPORT & RECOMMENDATION:**

FY2020 BUDGET

### **DISCUSSION:**

At the February 28<sup>th</sup> Committee meeting, the entire General Fund was discussed. With that in mind, we will begin with the Road & Bridge Fund (page 90) and continue moving forward from there.

Ald. Messina asked that when Council Members ask questions or have discussions to state the page number of the item being referred to.

The Finance Director, Brad Wilson announced that the City of Wood Dale has nine million dollars across various collective accounts out of the general fund.

### **Government Finance Officer Association**

Ald. Messina stated that the Government Finance Officer Association recommended that the City hold reserves of 15 percent or 2 months reserves to cover bills. In addition, Ald. Messina stated that the City has 3.5 times the amount that the Government Finance Officer Association recommended.

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Finance Director, Brad Wilson clarified what Government Finance Officer Association recommends what the City should have in reserves, which is two months' worth and the City is compliant.

**Road and Bridge Fund (Page 90 of the City of Wood Dale Budget Book)**

Used to support the General Capital Projects, City roadways, signage, striping, and street lights. A decrease in contractual occurred due to pavement stripping. This fund has one expanded level item, which is not recommended. This expanded level item would provide funding for new street signs and poles on the main thoroughfares that go through the industrial park. The primary area(s) of focus would be the South Frontage Road and Foster Avenue. This item has not been recommended for approval due to potential infrastructure changes within the industrial park. The total funding required for this project is \$12,000, which includes all signs (street and stop) and poles.

Ald. Woods made a motion, seconded by Ald. Jakab to approve funding for Street Signs Project. Ald. Catalano, Messina, Sorrentino and Ald. E Wesley all voted no and the motion failed.

**Motor Fuel Tax (Page 93 of the City of Wood Dale Budget Book)**

The City used to pay for the maintenance and improvement of the City streets, streetlights, and salt purchases. The City has a decrease in contractual related to road repair, which was moved into the Capital Improvement Project Fund. The City has an increase in commodities related to electric utilities (City street lights). The tax generated from the sale of fuel distribute per capita set by the state. The Mayor noted and the Council and Manager Mermuys agreed that it makes sense for the City to do a large project rather than a bunch of small electric commodities, which is less paperwork.

Ald. Wesley asked does the beet juice and street lights not qualify under the Motor Fuel Tax. Things like electric does not have to come out of IDOT funds, the City it wouldn't be worth the extra time those little projects would incur and the control we lose in the decision making process for the project.

**Tourism (Page 95 of the City of Wood Dale Budget Book)**

Tourism is used to promote and account for tourism and special events within the City. An increase in contractual and commodities is related to the Dial-A-Ride Van. The decrease in the other section is related to seasonal decorations and economic development, offset by special events increase. The decrease largely in seasonal decorations not to remove the Economic Development funding.



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Ald. Messina asked about vendors coming in to town, shouldn't they increase the funding in the tourism fund. Director Brad Wilson stated that if the hotels stays increase, then we will see additional funding through the Hotel Tax.

Ald. Wesley asked what events come out of the Tourism budget and Mr. Wilson indicated the following:

Sounds of Summer-\$20,000 (2 Concerts)

Prairie Fest Car Show-\$1,250

Cruise Night Series- \$2,500 (3 Events)

Tree Lighting-\$5,000

Trunk or Treat- \$2,000

Prairie Fest-\$140,000

Green Fair-\$2,000

Memorial Day-\$5,000

PW Open House-\$1200

National Night Out-\$600

Grand Openings-\$500

Shape of Wood Dale-\$1,300

Outdoor Movies (4 Movies)-\$3000

Harvest Fest: \$600

Volunteer Dinner-\$5,000

Misc.-\$4,000

Rounded to approximately \$200,000 total for all of the Special Events.

**Economic Development Line Item (Page 98 of the City of Wood Dale Budget Book)**

Ald. Woods expressed how important it was that Economic Development had money in the budget to facilitate the development of the City and the progress made. Ald. Woods mentioned examples of developments currently in place due to Economic Development funds; Starbucks, Forward Space and mentioned the sales tax revenues. Ald. Woods would like to keep the momentum going with future Economic Development plans. The Mayor noted that this fund was transferred to Capital Projects.

Ald. E Wesley made a motion, seconded by Ald. Messina to place \$50,000 in the Economic Development fund. The Council all voted aye and the motion passed.

**Veterans Memorial Line Item-Now part of the CIP (Page 98 of the City of Wood Dale Budget Book)**

Ald. Wesley asked why the City couldn't just revisit the medallion portion of the project even if we just had one medallion. Matt York, Public Works Director confirmed that the whole

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project was priced at \$450,000. Ald. Susmarski mentioned the Veterans Memorial and how the City owes it to the Veterans to keep the memorial going and kept up. Ald. E. Wesley asked why the City could not pursue the medallions and Ald. Woods explained that this was brought to Streetscape and Council and a decision could not be made on which medallions the City would purchase. Ald. Woods also mentioned that \$75,000 will not realistically cover any options presented in the past and the Council would need to send this back to Streetscape to research other options.

Ald. Susmarski made a motion, seconded by Ald. Catalano to place \$75,000 aside for the Veterans Memorial Fund. The Council all voted aye and the motion passed.

The Council adjourned for a five minute break.

**Narcotics Forfeiture (Page 99 of the City of Wood Dale Budget Book)**

The account is used to account for the deposit of local seizure/forfeited monies associated with narcotics investigations. No change was made to this fund.

**TIF District #1-Thorndale (Page 101 of the City of Wood Dale Budget Book)**

This fund accounts for the revenues and expenses related to TIF District #1 (Thorndale). Previously there had only been contractual budgeted; however, as the project continues most expense types will be utilized, thus the greater category breakdown this fiscal year. The TIF in the last couple year's contractual services occurred for example: second payment to Hegel logistics for the TIF Agreement entered into on Mittel (repairs for capital outlay place holder).

The Mayor stated that the project needs to be done and for the residents at home this fund is not the regular fund this fund is not used by resident tax dollars and this statement was confirmed by Finance Director Brad Wilson.

The budget for TIF District 2 Wood Dale and commercial funding is undetermined due to the uncertainty of the DuPage County contribution.

**Land Acquisition (Page 106 of the City of Wood Dale Budget Book)**

This account is for the land acquisition expenditures of the City. Currently no expenditures are planned, and any change would come to the Council.



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**Capital Equipment Replacement Fund (Replacement Schedule  
(Page 110 of the City of Wood Dale Budget Book)**

This account is used to account for the purchase of municipal vehicles. The amount budgeted each year depends on the fleet replacement schedule, which is reviewed and updated annually

A few vehicles were not purchased in FY2019 and were pushed back to FY2020. This was done based upon a current evaluation of the vehicles (not replacing “just because”) and/or unit availability. Those changes are reflected in the schedule and funding levels. The funding/ratings have been leveling off and you can see FY2020 to FY2034 and the same amount remains in the account. Just because the vehicle is listed does not always mean it will be replaced, it may last another year each year the vehicles get evaluated. Ald. Wesley asked is the City replacing two vehicles in Community Development or will they evaluate the need. Ald. Wesley was told that the \$24,000 listed for Community Development is not listed for purchase this year.

**Maintenance and Commodities (Page 114 of the City of the Wood Dale Budget Book)**

The increase and decrease is related to building maintenance and commodities. The City added in contractual cleaning, painting, and one sub items. The City made a commitment to Station Walk to landscape and make that area look better. That native grass and basic landscaping are inexpensive. The Train Station building requires \$60,000 transferred from the general for the parking lot. The decrease is attributed to the lower rate received by Flood Brothers for garbage and various discount offerings they have offered (Senior Discount).

**Water and Sewer Capital Projects Fund (Page 119 of the City of Wood Dale Budget Book)**

This item was discussed on January 10th more projects programmed in than funding and needs. The Water and Sewer Operating funds the utilities, storm water, and wastewater treatment. Rates have not increased due to money saved due to the transfer of video gaming revenues, late fees, credit card fees and other misc. items.

**General Capital Projects (Pages 103-105 of the City of Wood Dale Budget Book)**

This account is for the acquisition and construction of capital assets of governmental fund operations. This item was discussed at the January 10th Committee meeting. The Goldenrod sheet outlines the changes, which include the \$75,000 allocated for the Veterans Memorial.

**Commuter Parking Lot (Pages 114-116 of the City of Wood Dale Budget Book)**

This account is used for the operation of the Metra parking lot owned and maintained by the City. The increase in the account is due to contractual related to building maintenance.

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The decrease in this account is due to commodities related to building maintenance. This account decreased Economic development to zero due to video gaming being moved to the water fund.

**Sanitation (Pages 117-118 of the City of Wood Dale Budget Book)**

This account is used for sanitation service (scavenger/recycling/yard waste) service provided by an outside vendor to the City. The Sanitation account experience an increase in contractual per the contract with Flood Brothers.

**Water/Sewer Capital Projects (Pages 119-120 of the City of Wood Dale Budget Book)**

This account was discussed January 10<sup>th</sup> and is used for the acquisition and construction of capital assets of the Water/Sewer Fund.

**Water/Sewer Fund Summary of Revenues (Pages 121-123 of the City of Wood Dale Budget Book)**

This account had an increase in miscellaneous related to late penalties and an increase in non-operating related to video gaming funds.

**Water/Sewer Fund Operating Expenses (Pages 121-123 of the City of Wood Dale Budget Book)**

Used to account for all operations of the Water and Sewer utility services provided by the City. Plant Maintenance and Storm Sewer were rolled in Wastewater and Utilities, respectively, last Fiscal year. Utilities and Wastewater decreases related to changes in personnel category.

**Utilities (Pages 124-128 of the City of Wood Dale Budget Book)**

This account is used for operation and repair on all potable water, storm sewer, and sanitary conveyance systems within the City. The account experienced the following an increase in capital outlay related to other equipment, an Increase in inter-fund related to the transfer to the Water Capital fund and a decrease in other funding related to depreciation and credit card processing fees.

**Wastewater – Summary (Pages 129-131 of the City of Wood Dale Budget Book)**

This account is used for the operations of the City's two treatment plants, to ensure environmental compliance. This account experience an increase in contractual related to WTPP Regulatory Compliance (formerly titled industrial pretreatment), an increase in commodities related to maintenance of plant equipment and electric utilities, principal and interest payments are like a teeter-totter, as one goes up, the other goes down and a decrease in other funding related to depreciation.



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**Plant Maintenance (Pages 133-135 of the City of Wood Dale Budget Book)**

The division moved to the Wastewater Division beginning in FY 2019.

**Storm Sewer (Pages 136-137 of the City of Wood Dale Budget Book)**

The division moved to the Utilities Division beginning in FY 2019.

**Police Pension (Page 138 of the City of Wood Dale Budget Book)**

This account is for pensions paid for police officers, and contributions from participants and property taxes. This account experienced a decrease in contractual related to investment expenses and an increase in other funding related to benefit payments. The City has funded the actuarial requirement required by the state and compared to other communities in good shape.

**Special Service Area (Page 140 of the City of Wood Dale Budget Book)**

This account is used for bond proceeds, construction costs, and subsequent property tax levy collections. Currently this Fund operates as a debt service fund, as there are no ongoing projects related Special Service Area funding. The Special Service areas are effectively operating as dead funds no active construction and expire within two to three years.

**ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:**

- None

**ADJOURNMENT:**

The meeting adjourned at 9:55 p.m.

*Minutes taken by Amanda Melone*



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: May 9, 2019  
Subject: Vehicle stickers – year end processing change  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** Vehicle Stickers – End of Year Processing Change

### **RECOMMENDATION:**

Provide staff with direction regarding the proposed change to end of year processing.

### **BACKGROUND:**

### **ANALYSIS:**

Currently, the City stops selling vehicle stickers for the current year 30 days before the new stickers go on sale. If someone comes in 31 days before to purchase a sticker they would be charged the regular price, only to come back a month later to purchase the new sticker. They do have 30 days from the time of acquiring the vehicle to purchase a sticker, however most residents that come in do not want to risk getting a ticket during that 30 day window. While it would be waived, they do not want to deal with the potential hassle of having to come in and protest the ticket.

This close to the end of the year, the City is concerned about having the new vehicle information in the system so that a form is correctly generated for the next sticker season. With that in mind, staff is proposing the following administrative change(s) to how the end of year processing is handled:

Change the full price stop on sales of stickers for new vehicles to 60 days (up from 30). During this 60 day window, we will still collect the new vehicle information and place in

the system so that they receive a pre-printed form in the mail, and they would receive a sticker to avoid the potential of receiving a ticket. The cost related to the data collection process at this point would be \$1, same price as a sticker transfer. This would address the issue of obtaining the vehicle data to properly produce the renewal document, while not having the owner have to pay twice in such a short period of time.

A caveat to this change would be if they receive a ticket for noncompliance. In the case of receiving a ticket, we would still charge them full price (with late fee) as it should have been purchased months earlier.

**DOCUMENTS ATTACHED**

None



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: May 9, 2019  
Subject: Electric Aggregation – Green Energy Option  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** Electric Aggregation – 100% Green Option

### **RECOMMENDATION:**

Provide direction regarding the City's Municipal Aggregation program. The program is due to expire in July and the City needs to decide what direction to go it moving forward.

### **BACKGROUND:**

Since late 2011, the City has managed a Municipal Aggregation (MA) program, largely driven by savings for residents. Our current program is due for renewal. Current pricing is higher than the newly released ComEd rate of 7.063¢ per kWh. Unlike previous programs, it appears that there is no savings available to residents. As such, we are proposing the one-year renewal of the MA program with 100% renewable energy, with pricing that matches the ComEd rate.

### **ANALYSIS:**

Our current supplier, MC Squared has developed a new MA program featuring 100% renewable energy, priced at the ComEd rate. It is being recommended to renew the program with the 100% renewable power for 12 months. Our consultant will again test the market for pricing in a year to determine if savings are again available to our residents. If not, we can consider renewing the MA program again with the 100% renewable power.

In 2018, a number of communities enrolled in the 100% Green Community Aggregation program with more to follow in 2019:

**How it Works:**

- Every electric account establishes unique usage consumption patterns. Factors such as volume, time of day and season, single family vs. multi-family, and usage during ComEd peak periods combine to create a complex power usage profile.
- The cost of to produce electricity is highly variable. Generators are required, by law, to ensure it is perpetually available in full, and on demand.
- Therefore, suppliers analyze the variable cost to serve each account and they price each account's individual rate.
- Communities that have enacted this program: Clarendon Hills, Elmhurst, La Grange Park, Oak Lawn, Oak Park, Oswego, Palos Park, Round Lake Beach, South Barrington, South Elgin, and Tinley Park.

When suppliers analyze a community for a 100% Green Community Aggregation program, they calculate the price for each individual account and will switch only those accounts for which power costs less than the ComEd default rate. The remainder of the accounts that are costlier to serve will remain on ComEd supply service. However, the entire aggregation community, including those remaining on ComEd supply, receive 100% RECs for power consumption.

All residents continue to be billed by ComEd. All residents pay the exact same ComEd default rate. The program has zero additional costs; NIMEC's services are zero cost to the community.

The profitable margin on the favorable (lower cost) accounts enables the supplier to purchase RECs for ALL residents in the MA program—including all ratepayers who will be served by ComEd. All residents receive notice of the program, with the explanation that 100% of their power consumption is offset by RECs. The RECs are derived from Wind energy generated in the Midwest, thus supporting local renewable power generators.

Ratepayers may opt out or leave with no early termination fee at any time for any reason. Ratepayers who have already chosen their own individual supplier contract are not included in the program.

The 100% Green Community Aggregation program enables the City to receive the designation of US EPA Green Power Community and signage from the EPA to post at City limits.

**DOCUMENTS ATTACHED**

None