

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: FY 2023-2024 DuPage Salt Purchase
Date: May 8, 2023

Staff received all the necessary information regarding the contract for road salt through the County of DuPage Joint Purchase Program.

Compass Minerals was awarded the contract for road salt. The cost per ton, delivered to Bartlett is \$78.31, which is \$2.43/per ton higher than the previous year. This bid from Compass Minerals represents the purchase of up to 780 tons for the 2023-24 season at a cost of \$61,081.80. Our total cost for salt this year was budgeted at \$160,000 for ~ 780 tons. With this agreement the minimum purchase is for 600 tons with the ability to purchase another 180 tons if necessary. The agreement is attached for review.

Staff recommends the Village of Bartlett continue to participate in the County of DuPage Joint Purchase Program for road salt through Compass Minerals.

Motion

Motion to approve Resolution #2023- -R, A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 780 TONS OF SALT FROM COMPASS MINERALS



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 BULK ROCK SALT 23-057-DOT
 BID TABULATION

| NO. | ITEM | UOM | QTY | Compass Minerals | | Morton Salt | | Cargill | |
|-----|------|-----|-----|------------------|----------------|-------------|----------------|---------|----------------|
| | | | | PRICE | EXTENDED PRICE | PRICE | EXTENDED PRICE | PRICE | EXTENDED PRICE |

GROUP 1: FOR DELIVERY TO DUPAGE COUNTY DIVISION OF TRANSPORTATION

| | | | | | | | | | |
|---|--|-----|-----------|----------|-----------------|----------|-----------------|----------|-----------------|
| 1 | BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 80% - 130% OF PROJECTED USAGE | TON | 17,000.00 | \$ 78.31 | \$ 1,331,270.00 | \$ 79.10 | \$ 1,344,700.00 | \$ 91.25 | \$ 1,551,250.00 |
| 2 | BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE | TON | - | \$ 83.31 | \$ - | \$ 89.10 | \$ - | NO BID | \$ - |

GROUP 2A: FOR EARLY DELIVERY TO TOWNSHIPS/MUNICIPALITIES

| | | | | | | | | | |
|---|----------------|-----|----------|----------|---------------|----------|---------------|----------|---------------|
| 3 | BULK ROCK SALT | TON | 6,000.00 | \$ 78.31 | \$ 469,860.00 | \$ 79.10 | \$ 474,600.00 | \$ 91.25 | \$ 547,500.00 |
|---|----------------|-----|----------|----------|---------------|----------|---------------|----------|---------------|

GROUP 2B: FOR STANDARD DELIVERY TO TOWNSHIPS/MUNICIPALITIES

| | | | | | | | | | |
|--------------------|--|-----|-----------|----------|------------------------|----------|------------------------|----------|------------------------|
| 4 | BULK ROCK SALT | TON | 55,320.00 | \$ 78.31 | \$ 4,332,109.20 | \$ 79.10 | \$ 4,375,812.00 | \$ 91.25 | \$ 5,047,950.00 |
| 5 | BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE | TON | - | \$ 83.31 | \$ - | \$ 89.10 | \$ - | NO BID | \$ - |
| GRAND TOTAL | | | | | \$ 6,133,239.20 | | \$ 6,195,112.00 | | \$ 7,146,700.00 |

NOTES

| | |
|------------------------------------|-------|
| Bid Opening 5/1/2023 @ 2:30 PM | DW,NE |
| Invitations Sent | 24 |
| Total Vendors Requesting Documents | 1 |
| Total Bid Responses | 3 |

RESOLUTION 2023 - _____

A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 780 TONS OF
ROAD SALT FROM COMPASS MINERALS

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The 2023-24 Bulk Road Salt Purchase is awarded to Compass Minerals, being the lowest responsible and responsive bidder through the DuPage County Procurement Services Division, for up to 780 tons of salt at \$78.31/ton with a total sum of \$61,081.80

SECTION TWO: The Bulk Road Salt Purchase Agreement dated May 16, 2023, between Compass Minerals and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION THREE: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION FOUR: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 16, 2023

APPROVED: May 16, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ -R enacted on May 16, 2023, and approved on May 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**CONTRACT AGREEMENT FOR THE PURCHASE OF UP TO 780 TONS OF SALT
BETWEEN COMPASS MINERALS AMERICA, INC. AND THE VILLAGE OF
BARTLETT FOR THE FY 2023-24**

THIS AGREEMENT is entered into this 16th day of May, 2023, between the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, a body corporate and politic (hereinafter referred to as the "Village"), and Compass Minerals America, Inc., licensed to do business in the State of Illinois, located at 9900 West 109th Street, Suite 100, Overland Park, Kansas, 66210 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Village requires the goods and/or services specified in DuPage County Bid #23-057-DOT for its Public Works Department snow removal services; 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 part of the obligations undertaken by the parties:

- 1.1a Bid Invitation
- 1.1b Project Information
- 1.1c Instructions to Bidders
- 1.1d General Conditions
- 1.1e Special Conditions
- 1.1f Insurance/Bonding Requirements and Certificates
- 1.1g Bid Form
- 1.1h Specifications including addenda
- 1.1i Exhibits
- 1.1j County Purchase Order

1.2 All documents are or will be on file at the Public Works Department, 1150 Bittersweet Drive, Bartlett, Illinois 60103.

1.3 In the event of a conflict between any of the above documents, the documents 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 May 1, 2023 and continuing through April 30, 2024.

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.

3.0 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 Village. Further, Contractor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this Agreement.

4.0 BID PRICES AND PAYMENT

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

4.2 The Contractor shall provide the Bulk Rock Salt at the cost of \$78.31/Ton.

4.3 The Village shall make payments pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by mutual agreement.

5.2 All amendments will conform to State of Illinois Statutes and Village procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the Village 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 Village is required to use the services of an attorney, including the States Attorney, then the Village shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the Village pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY

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

8.0 GOVERNING LAW

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

9.0 ENTIRE AGREEMENT

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

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

VILLAGE OF BARTLETT

COMPASS MINERALS AMERICA, INC.

Kevin Wallace
Village President

Date

Date

ATTEST:

Lorna Gilles
Village Clerk

Date

Date