



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **FY 2021-22 DuPage Salt Purchase**  
**Date:** October 6, 2021

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

Compass Minerals America, Inc. was awarded the contract for road salt. The cost per ton, delivered to Bartlett is \$81.13, which is the same price as the previous year. This bid from Compass Minerals America, Inc. represents the purchase of up to 1,300 tons for the 2021-22 season. We also will be procuring up to an additional 1,200 tons through the State Joint Purchase Program. Our total cost for salt this year was budgeted at \$165,000 for ~ 2,000 tons. 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 America, Inc

## Motion

Motion to approve Resolution #2021- -R, A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 1,300 TONS OF SALT FROM COMPASS MINERALS AMERICA, INC.

**RESOLUTION 2021 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 1,300 TONS OF  
ROAD SALT FROM COMPASS MINERALS AMERICA, INC.**

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**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 2021-22 Bulk Road Salt Purchase is awarded to Compass Minerals America, Inc., being the lowest responsible and responsive bidder through the DuPage County Procurement Services Division, for up to 1,300 tons of salt at \$81.13/ton with a total sum of \$105,469.00.

**SECTION TWO:** The Bulk Road Salt Purchase Agreement dated October 19, 2021, between Compass Minerals America, Inc. 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: October 19, 2021

APPROVED: October 19, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Gilles, 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 2021 - \_\_\_\_\_ enacted on October 19, 2021, and approved on October 19, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk

**CONTRACT AGREEMENT FOR THE PURCHASE OF UP TO 1,300 TONS OF SALT  
BETWEEN COMPASS MINERALS AMERICA, INC. AND THE VILLAGE OF  
BARTLETT FOR THE FY 2021-22**

THIS AGREEMENT is entered into this 19th day of October, 2021, 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 109<sup>th</sup> 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 #20-035-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, 2021 and continuing through April 30, 2022.

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 \$81.13/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



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT

BULK ROCK SALT 20-035-DOT  
BID TABULATION

No.	Item	Unit	Qty	COMPASS MINERALS AMERICA INC.		DETROIT SALT COMPANY		MORTON SALT, INC.		CARGILL INC	
				Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 81.13	\$ 1,216,950.00	\$ 82.63	\$ 1,239,450.00	\$ 88.87	\$ 1,333,050.00	\$ 93.41	\$ 1,401,150.00
2	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
<b>GRAND TOTAL GROUP 1</b>					\$ 1,216,950.00		\$ 1,239,450.00		\$ 1,333,050.00		\$ 1,401,150.00
3	Group 2A - Townships/Municipalities Early Delivery	Ton	4,000	\$ 85.11	\$ 340,440.00	\$ 82.63	\$ 330,520.00	\$ 84.23	\$ 336,920.00	\$ 93.41	\$ 373,640.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	55,020	\$ 81.13	\$ 4,463,772.60	\$ 82.63	\$ 4,546,302.60	\$ 88.87	\$ 4,889,627.40	\$ 93.41	\$ 5,139,418.20
5	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
<b>GRAND TOTAL GROUP 2</b>				\$	4,804,212.60	\$	4,876,822.60	\$	5,226,547.40	\$	5,513,058.20

NOTES  
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.

Invitations Sent	5
Potential Bidders Requesting Bid Documents	15
Total Bid Responses Received	4
Bid Opening Attended	DW, JM