AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR HIGHWAY SALT 2015; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

WHEREAS, Jefferson County, Missouri, (hereafter, the “County”) in response to certain Invitations for Bid and Requests for Proposals issued by the County received bids and proposals for the following items or services:

<table>
<thead>
<tr>
<th>BID NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Salt 2015</td>
<td></td>
</tr>
</tbody>
</table>

NUMBER OF BIDS RECEIVED

5

DATE OF BID OPENING

5-12-15

WHEREAS, after reviewing the bids and proposals set forth above, the Department of Public Works has determined that certain bids and proposals represent the
lowest and best bid for the respective items or services and met the bid or proposal
specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best
interest of the County to award the bids and proposals to Compass Minerals America,
Inc. for a term from 05-26-15 to 11-1-15 upon approval by the County Council and
County Executive for the total amount up to $225,000.00 subject to budgetary
limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,
COUNCIL, AS FOLLOWS:

Section 1. The County awards the following bids and proposals which are
incorporated by this reference as if fully set out herein, to the lowest and best vendor
bidding for each respective item or service as follows:

<table>
<thead>
<tr>
<th>BID NAME</th>
<th>TERM</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>Highway Salt 2015</td>
<td>05-26-15 to 11-1-15</td>
<td>Up to $225,000.00</td>
</tr>
</tbody>
</table>

Upon approval by the County Council and County Executive

AWARDED BIDDER

Compass Minerals America, Inc.
Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement incorporated by Reference as Exhibit “A” and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein, by reference.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.
THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski  Yes
Council Member District 2, Renee Reuter  Yes
Council Member District 3, Robert Boyer  Yes
Council Member District 4, George Engelbach  Yes
Council Member District 5, Oscar J. “Jim” Kasten  Absent
Council Member District 6, Cliff Lane  Yes
Council Member District 7, James Terry  Yes

THE ABOVE BILL ON THIS 26th DAY OF May, 2015:

√ PASSED  ___ FAILED

Renee Reuter, County Council Chair

Pat Schlette, Council Administrative Assistant
THIS BILL WAS □ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 27TH DAY OF MAY, 2015.

THIS BILL WAS □ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ____ DAY OF __________, 2015.

[Signature]
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

[Signature]
Wes Wagner, County Clerk

BY: [Signature]

Reading Date: 05-26-2015

Page 5 of 5
JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: HIGHWAY SALT 2015
Date Issued: 4-13-2015

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 12, 2015, AT 2:00 P.M. LOCAL TIME.

Specification
Contact:

KURT WENGERT
Department of Public Works
636-797-5427
kwengert@jeffcomo.org

Contract
Contact:

VICKIE PRATT
Department of Administrative Services
636-797-5380

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

SAMPLE ENVELOPE

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>VENDOR ADDRESS</th>
<th>CONTACT NUMBER</th>
<th>DEPARTMENT OF THE COUNTY CLERK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>JEFFERSON COUNTY MISSOURI</td>
</tr>
<tr>
<td></td>
<td>729 MAPLE ST / PO BOX 100</td>
<td></td>
<td>HILLSBORO MO 63050-0100</td>
</tr>
</tbody>
</table>

SEALED BID: (BID NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

[Signature]

Company Name
COMPASS MINERALS AMERICA INC.
9900 WEST 109TH STREET

Authorized Agent (Print)

Address
OVERLAND PARK, KS 66210
TEL. 800-323-1641

Signature

City/State/Zip Code

Sr. Sales Manager

Telephone #
913-338-7945

Date
5/7/15

Fax #
913-338-7945

E-mail

Bidder's Initials: SL
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS:</th>
</tr>
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<tbody>
<tr>
<td>Legal Notice and Invitation for Bid</td>
</tr>
<tr>
<td>Table of Contents</td>
</tr>
<tr>
<td>Bid Requirements</td>
</tr>
<tr>
<td>Bid Response and Contract</td>
</tr>
<tr>
<td>Affidavit</td>
</tr>
<tr>
<td>Specifications</td>
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</tbody>
</table>

*REQUIRED DOCUMENTS*

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
   (County must be added as additional insured if awarded)

2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
   Obtain receipts at http://jeffersonmo.devnetwedge.com

   Or

2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.

3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)

4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)

5. Cooperative Bid Form (last page)

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.

7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED
1.0 BID REQUIREMENTS
Bidder shall initial all pages and return where the Bid Document denotes "BIDDER’S INITIALS: ___"

1.1 BID SUBMISSION:
Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:
Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:
It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:
1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder’s risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:
Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:
It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:
Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:
Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:
Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

Invitation for Bid and Bid Form

Signatures:
Bidder’s Initials: ___
1.10 INCORPORATION OF DOCUMENTS:
The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:
Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda’s prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:
The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor’s execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workmen’s compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its’ forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required ( ) Not Required  Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ( ) Required (X) Not Required  Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be $1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required ( ) Not Required  Worker’s Compensation Insurance:
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker’s compensation insurance limits as required by the statutes of the State of Missouri and Employer’s Liability with limits no less than $500,000.00.

1.13 BID SUBMISSIONS
Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.
1.14 **BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 **BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County’s web-site address, www.jeffcomo.org. NO COPIES of bid tabulations are sent to vendors.

2.0 **BID RESPONSE AND CONTRACT**

2.1 **BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

A. The bid complies with Invitation for Bid form and Bid Specifications.

B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 **TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at http://jeffersonmo.deinetwedge.com/ or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.

B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.

C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 **PRICE:**

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder’s most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE:** (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

2.5 **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.
2.6 NON-EXCLUSIVE AGREEMENT:
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:
A. The term "County" means the Jefferson County, Missouri and its designated representatives.
B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
C. The term "IFB" means Invitation for Bid.
D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:
Goods shall at all times and places, including the period of manufacture, be subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assignees. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:
County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:
Supplier shall not enter into any subcontract(s) in excess of $25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.
2.15 CHOICE OF LAW:
This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:
A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
D-1. If supplier fails to deliver the items required by the contract within the time specified; or
D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:
Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:
Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Line and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:
Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.
2.20 ACTS OF GOD:
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:
The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County’s right to exercise the renewal option.

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:
Incorporated in the State of Delaware.

2.25 LITIGATION:
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.
AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _________________________________ (Name of Business Entity Authorized Representative) as _________________________________ (Position/Title) first being duly sworn on my oath, affirm that COMPASS MINERALS AMERICA INC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Highway Salt 2015 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that COMPASS MINERALS AMERICA INC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Highway Salt 2015 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

______________________________  _________________________________
Authorized Representative’s Signature  Printed Name

Sr. Sales Manager  5/5/15
Title  Date

Subscribed and sworn to before me this 5th of May 2015. I am
(DAY)  (MONTH, YEAR)

commissioned as a notary public within the County of Johnson, State of
(NAME OF COUNTY)

Kansas  and my commission expires on 10/8/2017
(NAME OF STATE)  (DATE)

Signature of Notary  5/5/15

[Notary Seal]
CURRENT BUSINESS ENTITY STATUS

I certify that _______ (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

[Signatures]
Authorized Business Entity Representative’s Name
(Please Print)

[Signature]
Authorized Business Entity Representative’s Signature

COMPASS MINERALS AMERICA INC.
Business Entity Name

5/5/15
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

☐ Enroll and participate in the E-Verify federal work authorization program
   (Website: http://www.dhs.gov/e-verify;
   Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☐ Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).
SPECIFICATIONS

SPECIFICATIONS FOR HIGHWAY SALT

Jefferson County will purchase up to 3,000 tons of bulk salt to be delivered to Highway Maintenance garages located in Jefferson County.

All material provided shall meet the requirements of ASTM D 632-99 Type 1 Grade 1 for highway salt intended for highway deicing. All salt shall be uncontaminated, clear of lumps, in a free flowing and usable condition. The salt shall be naturally drained of water with a moisture content of no more than 4%. Salt shall be treated with an anti-caking agent.

The County will sample and test the salt at delivery. Material not in conformance with the specification will be subject to rejection or adjustment in price.

All materials will be ordered immediately after award of the bid for delivery Summer/Fall 2015. Delivery may be by dump trailer. Bid will be awarded or rejected within 45 days of opening.

This is a firm order for the totals not to exceed the specified amounts in the base bid below with delivery included.

Price will remain in effect until November 1, 2015

BASE BID:

BULK PRICE PER TON on up to 3,000 tons for Jefferson County Public Works Department, which includes hauling to the following delivery locations:

WEST GARAGE
(5275 Hwy. B, Hillsboro, Missouri 63050)
Minimum order of 1,000 tons
Maximum order of 1,500 tons

$71.50 per ton delivered

EAST GARAGE
(2960 Lee Pyle Road, DeSoto, Missouri 63020)
Minimum order of 1,000 tons
Maximum order of 1,500 tons

$71.30 per ton delivered

Estimated time for Delivery after bid award:

5-10 DAYS

Alternative terms for this base bid may be submitted and will be considered:
ALTERNATE BID OPTION:

Jefferson County supports its Municipalities and other government agencies within the County by allowing Cooperative Procurement Contracts on County issued bids. If the bidder is receptive to participating in this potential opportunity, then please complete the Cooperative Bid Form that is a part of this invitation for bid.

BULK PRICE PER TON on an unspecified size order for Jefferson County Municipalities or other government agencies, which includes hauling to various delivery locations within the County;

\[ \text{N/A} \] minimum number of tons to be ordered by each agency

\$ \text{NO BID} per ton delivered

Estimated time for Delivery after bid award:

__________________________________________________________________________

Alternative terms for this bid option may be submitted and will be considered:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Invitation for Bid and Bid Form 12 of 14
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this __________ day of _______________ 2015:

COMPASS MINERALS AMERICA INC.
Company Name

Signature
Sean Lierz

Print
Sean Lierz

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address:
COMPASS MINERALS AMERICA INC.
9900 WEST 109TH STREET
OVERLAND PARK, KS 66210
TEL. 800-323-1641

Phone: (913) 344-9100

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor
COOPERATIVE BID FORM

Bid Name: Highway Salt 2015

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes [ ] No [X]

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, is not a prerequisite for award, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value per order you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: $ N/A

BY: [Signature]

TITLE: Sr. Sales Manager

COMPANY: COMPASS MINERALS AMERICA INC.

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 913-344-9100 E-mail liezers@compassminerals.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI
CERTIFICATE OF LIABILITY INSURANCE

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 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).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 water street
New York NY 10038-3551 USA

CONTACT NAME: [Name]
PHONE: (360) 783-7122
FAX: 800-343-0105
E-MAIL ADDRESS: [E-mail]

INSCRIBER(A) AFFORDING COVERAGE NAIC #
INSURER A: ACE American Insurance Company 22667
INSURER B: National Union Fire Ins Co of Pittsburgh 19445
INSURER C:
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 570056948998
REVISION NUMBER:

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.

<table>
<thead>
<tr>
<th>BLOCK</th>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ACCOUNT</th>
<th>Policy #</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>12/28/2015</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>DAMAGE TO REAL ESTATE</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>Excluded</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJURY</td>
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<td></td>
<td>PRODUCTS COMB &amp; OPG</td>
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<tr>
<td>A Y</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>CAL H0885192A</td>
<td>11/28/2014</td>
<td>11/28/2015</td>
<td>COMBINED SINGLE LIMIT</td>
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<td>ALL OWNED AUTO</td>
<td>SCHEDULED AUTO</td>
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<td>BODILY INJURY (Per person)</td>
<td>$500,000</td>
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<td>NON-OWNED AUTO</td>
<td>NON-OWNED AUTO</td>
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<td>BODILY INJURY (Per accident)</td>
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<tr>
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<td></td>
<td>EXCESS LIMIT</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
<td>$500,000</td>
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<tr>
<td>B X</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>BE84260071</td>
<td>11/28/2014</td>
<td>11/28/2015</td>
<td>EACH OCCURRENCE</td>
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<td></td>
<td>EXCESS LIMIT</td>
<td>X CLAIMS-MADE</td>
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<td></td>
<td>AGGREGATE</td>
<td>$1,000,000</td>
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<td>A X</td>
<td>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</td>
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<td>WLRG2141122</td>
<td>11/28/2014</td>
<td>11/28/2015</td>
<td>EACH ACCIDENT</td>
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<td></td>
<td></td>
<td>EXCESS LIMIT</td>
<td>N/A</td>
<td></td>
<td></td>
<td>E.L.DISEASE-FA EMPLOYEE</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>EXCESS LIMIT</td>
<td>N/A</td>
<td></td>
<td></td>
<td>E.L.DISEASE-POLICY LIMIT</td>
<td>$1,000,000</td>
<td></td>
</tr>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jefferson County is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, as the applicable endorsement with respect to the General Liability and Auto Liability policy.

CERTIFICATE HOLDER
Jefferson County
729 maple street
Hillsboro OR 97123 USA

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
Aon Risk Services Northwest, Inc.

©1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD.
**AGENCY CUSTOMER ID:** 57000003578

**LOC #:**

**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aon Risk Services Northeast, Inc.</td>
<td>North American Salt Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>CARRIER</th>
</tr>
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<tbody>
<tr>
<td>See Certificate Number: 570055945099</td>
<td>See Certificate Number: 570055945099</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25  FORM TITLE: Certificate of Liability Insurance

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>INSURER</td>
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</tr>
<tr>
<td>INSURER</td>
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<tr>
<td>INSURER</td>
<td></td>
</tr>
<tr>
<td>INSURER</td>
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</tr>
</tbody>
</table>

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED</th>
<th>SUBV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
</table>
AFFIDAVIT

I, Mary Wells, Tax Manager, of Compass Minerals America Inc. do hereby attest that as of the date listed below, Compass Minerals America Inc. does not own any real or personal property in Jefferson County, Missouri.

Mary Wells 5/8/15

On this 8th day of May, 2015, before me personally appeared Mary Wells, to me known to be the person who executed this document.

In testimony thereof, I have hereunto set my hand and affixed my official seal, the date and year written above.

My commission expires:

December 27, 2017

Katherine R. French
Notary Public

[Official Seal]
**Information Required for the E-Verify Program**

**Information relating to your Company:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>North American Salt Company</td>
</tr>
<tr>
<td>Company Facility Address</td>
<td>9900 West 109th St. Overland Park, KS 66210</td>
</tr>
<tr>
<td>Company Alternate Address</td>
<td></td>
</tr>
<tr>
<td>County or Parish</td>
<td>JOHNSON</td>
</tr>
<tr>
<td>Employer Identification Number</td>
<td>1047632</td>
</tr>
<tr>
<td>North American Industry</td>
<td>212</td>
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<tr>
<td>Classification Systems Code</td>
<td></td>
</tr>
<tr>
<td>Parent Company</td>
<td></td>
</tr>
<tr>
<td>Number of Employees</td>
<td>500 to 999</td>
</tr>
<tr>
<td>Number of Sites Verified for</td>
<td>7</td>
</tr>
</tbody>
</table>
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

<table>
<thead>
<tr>
<th>State</th>
<th>Sites</th>
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</thead>
<tbody>
<tr>
<td>KANSAS</td>
<td>2 site(s)</td>
</tr>
<tr>
<td>ILLINOIS</td>
<td>1 site(s)</td>
</tr>
<tr>
<td>LOUISIANA</td>
<td>1 site(s)</td>
</tr>
<tr>
<td>MINNESOTA</td>
<td>1 site(s)</td>
</tr>
<tr>
<td>UTAH</td>
<td>1 site(s)</td>
</tr>
<tr>
<td>WISCONSIN</td>
<td>1 site(s)</td>
</tr>
</tbody>
</table>
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Scott Burgess  
Phone Number: (913) 344 - 9307  
Fax Number: 
Email Address: burgess@compassminerals.com
Page intentionally left blank
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.

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

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

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

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

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

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

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

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

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

By: ________________________________

Rodney L. Underdown
Chief Financial Officer and Secretary
ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.

As of March 26th, 2015

The undersigned, being the sole member of the Board of Directors of Compass Minerals America Inc., a Delaware corporation (the "Company"), hereby consents to the adoption of the following resolutions pursuant to Section 141(f) of the General Corporation Law of the State of Delaware.

WHEREAS, from time to time it is necessary for managers in the Highway Sales Department to sign documents on behalf of the Company that are required to complete sales transactions in their territories;

NOW, THEREFORE, BE IT RESOLVED, that the following named individuals be, and each of them hereby is, authorized on behalf of the Company, to sign (up to the applicable authority level under the Company’s Delegation of Authority Policy) bids, performance bonds and/or 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, appropriate or desirable in order to effectuate the purposes and intent of the foregoing:

Francis J. Malecha
Matthew J. Foulston
Robert Miller
Jon Schnieders
Patrick Heenan
Sean Lierz
Lisa Pruitt
Deanna Pinkham
Steve LaLiberte
Matt Beyers
Kyle Brown
Monica Lloyd
Douglas Dyer
Nicholas McLean

President and Chief Executive Officer
Chief Financial Officer and Secretary
Senior Vice President, Salt
Vice President, Sales, Bulk Road Deicing
Director of Rock Salt and Chemical Sales
Senior Highway Sales Manager
Highway Sales Support Manager
Business Director, Specialty Products
Sales Manager Minnesota & Wisconsin
Regional Manager Eastern Sales
Western Region Sales Manager
Highway Sales Manager
Senior Highway Sales Manager
Sales Manager, Midwest US Sales

FURTHER RESOLVED, that all actions heretofore taken by the aforementioned, for and on behalf of the Company, are hereby ratified, approved and confirmed in all respects.
IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, has executed this consent as of the day and year first written above.

By: ____________________________

Matthew J. Foulston
Sole Director of Compass Minerals America Inc.
DE-ICING SALT

PRODUCTION LOCATION
Cote Blanche, Louisiana

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

<table>
<thead>
<tr>
<th>Chemical Analysis</th>
<th>Typical</th>
<th>Range</th>
</tr>
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<tbody>
<tr>
<td>Sodium Chloride</td>
<td>NaCl</td>
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</tr>
<tr>
<td>Calcium Sulfate</td>
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<tr>
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<tr>
<td>Water Insolubles</td>
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</table>

TYPICAL SCREEN ANALYSIS
Retained and Cumulative (99.7% Confidence)

<table>
<thead>
<tr>
<th>U.S.S. Mesh</th>
<th>Tyler Mesh</th>
<th>Open %</th>
<th>Ret. %</th>
<th>Range</th>
<th>Cum %</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>0.740</td>
<td>0.0</td>
<td>0-1</td>
<td>100.0</td>
<td>99-100</td>
</tr>
<tr>
<td>70</td>
<td>0.300</td>
<td>0.3</td>
<td>0-2</td>
<td>99.7</td>
<td>98-100</td>
</tr>
<tr>
<td>38</td>
<td>0.175</td>
<td>5.2</td>
<td>0-13</td>
<td>94.5</td>
<td>85-100</td>
</tr>
<tr>
<td>4</td>
<td>0.1870</td>
<td>32.2</td>
<td>1-63</td>
<td>62.3</td>
<td>25-99</td>
</tr>
<tr>
<td>8</td>
<td>0.0937</td>
<td>33.9</td>
<td>19-40</td>
<td>82.6</td>
<td>0-65</td>
</tr>
<tr>
<td>16</td>
<td>0.0464</td>
<td>16.0</td>
<td>0-33</td>
<td>11.6</td>
<td>0-32</td>
</tr>
<tr>
<td>30</td>
<td>0.0234</td>
<td>6.6</td>
<td>0-19</td>
<td>4.9</td>
<td>0-13</td>
</tr>
</tbody>
</table>

Average Particle Size: 0.162 inches (5.11 mesh)

PHYSICAL PROPERTIES
Bulk Density: 72 lbs/cubic foot

METHOD OF ANALYSIS
American Society for Testing and Materials Procedures D632-94 and E524-91. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

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

June 2014
SAFETY DATA SHEET

1. Product and Company Identification

Product Identifier: Sodium Chloride, Sifto Sodium Chloride, Industrial General
Other means of identification: Not available
Recommended use: De-icer, General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions: None known.
Manufacturer: Compass Minerals International
9800 West 109th Street, Suite 100
Overland Park, KS 66210 US
Phone 913-344-9200
Emergency US CHEMTREC 1-800-424-9300
Emergency Canada CANUTEC 1-800-998-6896

CHEMTREC: 1-800-424-9300
CANUTEC: 1-800-998-6896

2. Hazards Identification

Physical hazards: Not classified.
Health hazards: Not classified.
Environmental hazards: Not classified.
OSHA defined hazards: Not classified.

Label elements

- Hazard symbol: None.
- Signal word: None.
- Hazard statement: The product and/or mixture does not meet the criteria for classification.

Precautionary statement

- Prevention: Observe good industrial hygiene practices.
- Response: Wash hands after handling.
- Storage: Store away from incompatible materials, i.e., strong oxidizing agents (see Section 10).
- Disposal: Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC): None known.
Supplemental information: Not applicable.

3. Composition/Information on Ingredients

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

4. First Aid Measures

Inhalation: Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact: Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact: Rinse with water. Get medical attention if irritation develops and persists.
Ingestion: Rinse mouth. If ingestion of a large amount does occur, seek medical attention.

Most important symptom/effects, acute and delayed: Direct contact with eyes may cause temporary irritation.

Indication of immediate medical attention and special treatment needed: Treat symptomatically.
### 5. Fire Fighting Measures

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

### 6. Accidental Release Measures

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

### 7. Handling and Storage

| Precautions for safe handling | Use care in handling/storage. Avoid breathing dust. |
| Conditions for safe storage, including any incompatibilities | Store in original tightly closed container. Store away from incompatible materials, i.e., strong oxidizing agents (see Section 10). |

### 8. Exposure Controls/Personal Protection

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

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

10. Stability and Reactivity

Reactivity: None known.
Possibility of hazardous reactions: No dangerous reaction known under conditions of normal use.
Chemical stability: Material is stable under normal conditions.
Conditions to avoid: Contact with incompatible materials, i.e. strong oxidizing agents.
Incompatible materials: Strong oxidizing agents.

11. Toxicological Information

Information on likely routes of exposure:
  Ingestion: Expected to be a low ingestion hazard.
  Inhalation: No adverse effects due to inhalation are expected.
  Skin contact: No adverse effects due to skin contact are expected.
  Eye contact: Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics:
  Direct contact with eyes may cause temporary irritation.

Information on toxicological effects:
  Acute toxicity: Not classified.
  Skin corrosion/irritation: Prolonged skin contact may cause temporary irritation.
<table>
<thead>
<tr>
<th>Exposure minutes</th>
<th>Not available.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erythema value</td>
<td>Not available.</td>
</tr>
<tr>
<td>Oedema value</td>
<td>Not available.</td>
</tr>
<tr>
<td>Serious eye damage/eye irritation</td>
<td>Direct contact with eyes may cause temporary irritation.</td>
</tr>
<tr>
<td>Corneal opacity value</td>
<td>Not available.</td>
</tr>
<tr>
<td>Iris lesion value</td>
<td>Not available.</td>
</tr>
<tr>
<td>Conjunctival reddening value</td>
<td>Not available.</td>
</tr>
<tr>
<td>Conjunctival oedema value</td>
<td>Not available.</td>
</tr>
<tr>
<td>Recover days</td>
<td>Not available.</td>
</tr>
<tr>
<td>Respiratory or skin sensitization</td>
<td>Not available.</td>
</tr>
<tr>
<td>Respiratory sensitization</td>
<td>This product is not expected to cause skin sensitization.</td>
</tr>
<tr>
<td>Skin sensitization</td>
<td>No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.</td>
</tr>
<tr>
<td>Germ cell mutagenicity</td>
<td>No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.</td>
</tr>
<tr>
<td>Mutagenicity</td>
<td>No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.</td>
</tr>
<tr>
<td>Carcinogenicity</td>
<td>This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.</td>
</tr>
<tr>
<td>Reproductive toxicity</td>
<td>This product is not expected to cause reproductive or developmental effects.</td>
</tr>
<tr>
<td>Teratogenicity</td>
<td>Not classified.</td>
</tr>
<tr>
<td>Specific target organ toxicity - single exposure</td>
<td>Not classified.</td>
</tr>
<tr>
<td>Specific target organ toxicity - repeated exposure</td>
<td>Not classified.</td>
</tr>
<tr>
<td>Aspiration hazard</td>
<td>Not classified.</td>
</tr>
<tr>
<td>Chronic effects</td>
<td>Not classified.</td>
</tr>
<tr>
<td>Further Information</td>
<td>This product has no known adverse effect on human health.</td>
</tr>
<tr>
<td>Name of Toxically Synergistic Products</td>
<td>Not available.</td>
</tr>
</tbody>
</table>

12. Ecological Information

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

13. Disposal Considerations

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

14. Transport Information

- **U.S. Department of Transportation (DOT)**: Not regulated as dangerous goods.
- **Transportation of Dangerous Goods (TDG - Canada)**: Not regulated as dangerous goods.
15. Regulatory Information

Canadian federal regulations
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.

WHMIS status
Not Controlled

US federal regulations
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)
Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)
Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)
Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List
Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)
Hazard categories
Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance
No
SARA 311/312 Hazardous chemical
No
SARA 313 (TRI reporting) Not regulated.

Other federal regulations
Safe Drinking Water Act (SDWA)
Not regulated.
Food and Drug Administration (FDA)
Not regulated.

US state regulations
California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance
Not listed.
US. Massachusetts RTK - Substance List
Not regulated.
US. Pennsylvania RTK - Hazardous Substances
Not regulated.
US. Rhode Island RTK
Not regulated.

Inventory status

<table>
<thead>
<tr>
<th>Country(s) or region</th>
<th>Inventory name</th>
<th>On inventory (yes/no)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canada</td>
<td>Domestic Substances List (DSL)</td>
<td>Yes</td>
</tr>
<tr>
<td>Canada</td>
<td>Non-Domestic Substances List (NDSL)</td>
<td>No</td>
</tr>
<tr>
<td>United States &amp; Puerto Rico</td>
<td>Toxic Substances Control Act (TSCA) Inventory</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

<table>
<thead>
<tr>
<th>LEGEND</th>
<th>HEALTH</th>
<th>FLAMMABILITY</th>
<th>PERSONAL PROTECTION</th>
</tr>
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<tbody>
<tr>
<td>Severe</td>
<td>4</td>
<td>0</td>
<td>X</td>
</tr>
<tr>
<td>Serious</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Moderate</td>
<td>2</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Slight</td>
<td>1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Minimal</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>
Disclaimer

The information in this 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.

Issued date
11-August-2014

Effective date
01-August-2014

Expiry date
01-August-2017

Further Information
Not available.

Prepared by
Dell Tech Laboratories, Ltd. Phone: (510) 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 Labelling of Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.
CHILEAN DEICING SALT

PRODUCTION LOCATION
Iquique, Chile

PRODUCT DESCRIPTION
Rock salt obtained by conventional mining methods, crushed, and screened to size and shipped in bulk.

TYPICAL SCREEN ANALYSIS

<table>
<thead>
<tr>
<th>U.S.S. Mesh</th>
<th>Tyler Mesh</th>
<th>Opening (mm)</th>
<th>Passing (%)</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾</td>
<td>¾</td>
<td>12.5</td>
<td>100.0</td>
<td>95 - 100</td>
</tr>
<tr>
<td>¼</td>
<td>¼</td>
<td>9.5</td>
<td>96.0</td>
<td>95 - 100</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>4.76</td>
<td>63.5</td>
<td>20 - 90</td>
</tr>
<tr>
<td>8</td>
<td>8</td>
<td>2.36</td>
<td>37.9</td>
<td>10 - 60</td>
</tr>
<tr>
<td>16</td>
<td>16</td>
<td>0.63</td>
<td>9.9</td>
<td>0 - 12</td>
</tr>
</tbody>
</table>

Average Particle Size 3.49 mm (5.1mesh)

ADMIXTURE
Sodium ferrocyanide (YPS) added as an anti-caking agent

<table>
<thead>
<tr>
<th>Chemical Analysis</th>
<th>Typical</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Chloride</td>
<td>NaCl</td>
<td>99.1</td>
</tr>
<tr>
<td>Calcium Sulfate</td>
<td>CaSO₄</td>
<td>0.2</td>
</tr>
<tr>
<td>Moisture</td>
<td>(%)</td>
<td>0.3</td>
</tr>
<tr>
<td>Water Insolubles</td>
<td>(%)</td>
<td>0.3</td>
</tr>
</tbody>
</table>

METHOD OF ANALYSIS
American Society for Testing and Materials Procedures D632 and E524. All other testing is from Compass Mineral’s internal quality control procedures, which are available upon request.

PHYSICAL PROPERTIES
Typical Bulk Density 1220 kg/m³ (76 lbs/ft³)