

#### **Public Works & Development Services**

14200 Washington Avenue Sturtevant, WI 53177 262-886-8440 fax: 262-886-8480

## Contract Extension for Racine County Road Salt 2025-2026

This is the first contract agreement for Racine County for Road Salt 2025/2026, entered on this 1st day of May 2025, between Racine County, a quasi-municipal corporation (hereinafter referred to as ("County") and Cargill, Inc. (hereinafter referred to as ("Vendor").

The parties entered into a contract agreement dated April 15, 2023, for the purchase of road salt, for a period beginning May 1, 2023, and ending April 30, 2024 (Contract Agreement Attached) with the option to renew the contract for two additional years if a mutual agreed upon price of the road salt could be reached.

The parties have agreed upon a one-year contract and in consideration of the mutual promises, terms and conditions contained herein, the parties agree as follows:

1. Section B (3) As of the effective date, Section B (3) of the Contract Agreement is hereby Replaced with the following:

#### TERM OF CONTRACT

This contract is for a One (1) year term extension that shall commence on May 1, 2025, ends April 30, 2026.

This contract for a third and final year ends the optional year of April 30, 2026.

2. Section B (4) As of the effective date, Section B (4) of the Contract Agreement is hereby added with the following:

#### PRICE PER TON

The County shall work with the vendor in subsequent years should there be a salt price increase or decrease. The County and vendor shall negotiate 60 days prior to the end of said contract should there be a price adjustment. There shall be a mutually agreed upon price of the

salt, allowing again for an increase or possible decrease of the salt. If a mutual agreement cannot be reached between the County and the vendor, the County shall terminate the contract and formally bid.

- The contracted price for 2025/2026 is \$88.75 per ton. This price increase is less than 5%.
- 3. Section B (5) As of the effective date, Section B (5) of the Contract Agreement is hereby Replaced with the following:

#### QUANTITIES

The estimated quantities required are detailed in the SPECIFICATIONS. It is estimated that the County and the other listed municipalities shall purchase approximately <u>31,950 tons</u> during the period commencing on May 1, 2025.

4. Section B (7) As of the effective date, Section B (7) of the Contract Agreement is hereby Replaced with the following:

The vendor shall supply each municipality <u>up to 150%</u> of the quantity required at the price quoted in this bid. The additional tonnage required to satisfy the contracted approximate tonnage is <u>15,200 tons</u>.

5. Section C (1) As of the effective date, Section C (1) of the Contract Agreement is hereby Replaced with the following:

#### **DESCRIPTION OF WORK**

The work under this bid is for the estimated annual supply of salt for ice control in the amount of approximately 31,950 tons. Bid shall be based on salt delivered to the designated municipality sites. The bid must contain a statement of agreement to furnish Racine County's requirements for the period covering the term of this one (1) year contract agreement including any additional extension through April 30, 2026. The bid shall also show the guaranteed chemical analysis, the gradation of the salt offered and the approximate delivery time requirements.

6. Section C (2) (m) As of the effective date, Section C (2)(f)(m) of the Contract Agreement is hereby Replaced with the following:

### **QUANTITIES**

The following is a list of the locations and approximate quantities to which the vendor shall deliver salt. The quantities are estimates based on the previous year's usage. Racine County does not guarantee these quantities will be purchased during the contract period.

a.	Mike Kirschling, Assistant Highway Superintendent Racine County Department of Public Works and Development Services Ives Grove Shop
b.	Bob Anders, Shop Operation Manager Racine County Department of Public Works and Development Services Rochester Shop
C.	Randell Eschmann, Superintendent City of Racine Department of Public Works D.P.W. Street Maintenance Field Office7,000 tons 800 South Marquette St., Racine WI 53403 (262) 636-9126 or (262) 635-3333
d.	Jake Issacson, Superintendent Town of Burlington <b>Highway Department Garage</b>
e.	Tony Bunkelman, Highway Superintendent Village of Caledonia  Village Hall and Highway Shop

ı	Village of Mount Pleasant  Highway Department Garage4,000 tons 8700 Campus Drive, Racine, WI 53406 (262) 770-1525 or (262) 664-7843
Ç	g. Scott Laux, Foreman Town of Norway Town of Norway Garage
ł	h. Howard Moser, Director of Public Works City of Burlington City of Burlington Garage
	i. John Ertl, DPW Foreman Town of Raymond Town of Raymond Garage
j	j. Pam Petrick, Purchasing Supervisor  Southern Wisconsin Center
k.	. Kyle Cramer, Public Works Director  Village of Union Grove

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**Note**: The vendor shall notify the Municipality contact to plan for shipment quantity, time of delivery and direct billing information.

7. No Other Changes. Except as set forth herein, the original salt contract, dated April 15, 2023, remains unmodified and in full force and effect. In the event of any inconsistencies between the terms of this contract extension and the terms of the contract, the terms of this extension shall control.

Executed at Racine County, Wisconsin, on the date and year first written above.

Cargill Inc.
24950 Country Club Blvd., Ste #450
North Olmsted, Ohio 44070

E822B8F438FB408...... & Date

Signed by: 4/29/202! 4/29/202! 14A5552654004D4... inance Director

Date 4/29/2025

Certified to be correct as to form

Docusigned by:

Michael Lawydorf

Racine 36F9231CFBA8401: Document Counsel

Racine County 14200 Washington Avenue Sturtevant, Wisconsin 53177

Kalph Malicki 4/29/2025
Executive & Date