

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR MAGNESIUM CHLORIDE AND CALCIUM CHLORIDE FOR THE**  
**SARPY COUNTY HIGHWAY DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT: the low bid of Husker Chem Sales for Magnesium Chloride and Calcium Chloride in the amount of \$0.78 per gallon for Magnesium Chloride, \$0.92 per gallon for 38% Calcium Chloride, and \$0.86 per gallon for 32% Calcium Chloride is accepted, ratified, and confirmed.

1. This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this 3rd day of March, 2009.

Moved by Tom Richards, and seconded by Rich Janzen, that the above Resolution be adopted.  
Carried.

YEAS: <u>[Signature]</u> <u>[Signature]</u> <u>[Signature]</u> <u>[Signature]</u> <u>[Signature]</u>	NAYS: <u>none</u> _____ _____	ABSENT: <u>none</u> _____ _____
		ABSTAIN: <u>none</u> _____ _____



Attest:  
[Signature]  
Sarpy County Clerk

SEAL

Approved as to form and content:  
[Signature]  
Sarpy County Deputy Attorney

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Husker Chem Sales, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Magnesium Chloride and Calcium Chloride for the Sarpy County Highway Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

### I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Magnesium Chloride and Calcium Chloride in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. Prior to the commencement of any work, Vendor will place the required certificates of insurance on file with the Sarpy County Clerk, if applicable.
- C. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Tom Lynam, Surveyor  
Sarpy County Highway Department  
15100 South 84th Street  
Papillion, NE 68046

- D. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitute essential terms of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

### II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required

invoice and satisfactory completion of all required work.

### III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

### SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

### SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

Vendor: Mr. Gary Thimgan  
Husker Chem Sales  
P.O. Box 405  
Weeping Water, NE 68463  
800-422-4820

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of March, 2009.

(Seal)



COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

Debra J. Houghtaling  
Sarpy County Clerk

Tom Jones 3/3/09  
Chairperson  
Sarpy County Board of Commissioners

Approved as to form and content:

M. M. D.  
Deputy County Attorney

Vendor: HUSKER CHEM SALES

By: Gary M. Chingam

Title: MGR.

Attest:

J. L. Baums  
Witness

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
SUITE 1129  
PAPILLION, NE 68046-2845  
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Assistant Purchasing Agent  
(402) 593-4164  
Beth Cunard, Purchaser/Contract Specialist  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners  
From: Beth Cunard  
Re: Award of Magnesium Chloride & Calcium Chloride

On February 12, 2009, two (2) bids were opened for Magnesium Chloride and Calcium Chloride for the Highway Department. After reviewing the bids it is recommended the bid be awarded to the low bidder Husker Chem Sales. The price increased 9% from the current contract price, which has been a common increase throughout the past few years. The contract will be for a period of one (1) year commencing on April 1, 2009 through March 31, 2010 with two (2), one (1) year options.

February 26, 2009

  
Beth Cunard

cc: Mark Wayne  
Deb Houghtaling  
Scott Bovick  
Brian Hanson  
Rich Weber

**Beth Cunard**

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**From:** Rich Weber  
**Sent:** Thursday, February 26, 2009 9:04 AM  
**To:** Beth Cunard  
**Cc:** Tom Lynam; Dannielle McKulsky  
**Subject:** Mag and Calcium Bids

Beth,

After reviewing the bids for Magnesium and Calcium Chloride, I would like to recommend that the Highway Department accept the low bid from Husker Chemical Services for the following prices.

Magnesium Chloride for dust control	\$0.78 per ton
Calcium Chloride 38% for road base stabilization	\$0.92 per ton
Calcium Chloride 32% for winter de-icing	\$0.86 per ton

These prices reflect a 0.09% increase over last year and I talked to Husker Chemical and they stated that the increase was do to the manufacturing of the products and a small increase was for shipping costs.

If you have any questions please feel free to call me

Rich Weber  
Highway Superintendent  
402-339-4606 \*112

**Sarpy County, Nebraska  
Magnesium Chloride and Calcium Chloride  
Bid Form**

Description	Approx. # Gallons	Unit Price Per Gallon	Extended Price
Magnesium Chloride - Dust Control	30,000	\$ 0.775	\$23,250. <sup>00</sup>
Calcium Chloride 38% - Road Base Stabilization	15,000	\$ 0.92	\$13,800. <sup>00</sup>
Calcium Chloride 32% - Winter De-Icing	20,000	\$ 0.855	\$17,100. <sup>00</sup>
<b>Grand Total</b>			<b>\$54,150.<sup>00</sup></b>

\*Prices are to be F.O.B. - Various Locations, Sarpy County, Nebraska

**Company Information:**

Years in business:

25

# of employees

4

Total sales last 3 years

**References:**

Company Name: LYMAN RICHEY CORP.  
 Address: 4315 COMING OMAHA, NE - 68131  
 Contact Name: KEVIN SCHMIDT P.E. Phone Number: 402-558-2727  
 Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Company Name: SAUNDERS COUNTY HWY.  
 Address: WAHOO, NE. 68066  
 Contact Name: STEVE MIKA Phone Number: 402-443-8124  
 Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Company Name: CITY OF COUNCIL BLUFFS  
Address: 1301 SECOND AVE. C.B. IOWA 51503  
Contact Name: CHARLEY SKOKAN Phone Number: 712-328-4641  
Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_

**Attachments: Literature**

HUSKER CHEM SALES

Company Name

Gary M. Thimgan

Authorized Signature

P.O. Box 405

Address

WEEPING WATER, NE. 68463

City, State & Zip

GARY M. THIMGAN

Company Representative (Please print)

800-422-4820

Telephone Number

402-267-2985

Fax Number

johnm@jericoservices.com

E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. YES, WE AGREE NOT TO IMPOSE ANY MINIMUM ORDER REQUIREMENTS
2. HAVE INCLUDED TECH INFO + MSDS SHEETS
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Bid Tab  
 Magnesium Chloride Calcium Chloride  
 for the  
 Sarpy County Highway Department

Bid Open:  
 Thursday, 2:00 p.m.  
 February 12, 2009

		Heffron Services, Inc.		Husker Chem Sales	
		Unit Price	Extended Price	Unit Price	Extended Price
Magnesium Chloride - Dust Control	30,000	\$1.02	\$30,600.00	\$0.78	\$23,250.00
Calcium Chloride 38% - Road Base Stabilization	15,000	--	--	\$0.92	\$13,800.00
Calcium Chloride 32% - Winter De-Icing	20,000	--	--	\$0.86	\$17,100.00
<b>Grand Total</b>			<b>\$30,600.00</b>		<b>\$54,150.00</b>