

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

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

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for magnesium chloride and calcium chloride 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,

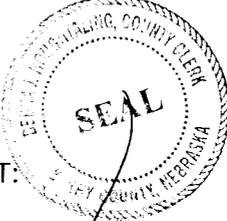
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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 \$0.93 per gallon for Magnesium Chloride, \$1.01 per gallon for 38% Calcium Chloride, and \$0.96 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.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10<sup>th</sup> day of March, 2015.

  
Sarpy County Board Chairman

ATTEST:   
  
Sarpy County Clerk

Bid Tab

Magnesium Chloride Calcium Chloride  
for the  
Sarpy County Public Works Department

Bid Open:  
Thursday, 2:00 p.m.  
February 26, 2015

		Husker Chem Sales		EnviroTech Services, Inc.		Scotwood Industries, Inc.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Magnesium Chloride - Dust Control	30,000	\$0.93	\$27,900.00	\$1.08	\$32,400.00		
Calcium Chloride 38% - Road Base Stabilization	15,000	\$1.01	\$15,150.00		No Bid		
Calcium Chloride 32% - Winter De-Icing	10,000	\$0.96	\$9,600.00		No Bid		
<b>Grand Total</b>			<b>\$52,650.00</b>				<b>No Bid</b>

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476

## MEMO

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

On February 26, 2015, two (2) bids were opened for Magnesium Chloride and Calcium Chloride for the Public Works Department. After reviewing the bids it is recommended the bid be awarded to the low bidder Husker Chem Sales. The price increased an average of 6% from the current contract price, which is consistent with previous bid years. The contract will be for a period of one (1) year commencing on June 1, 2015 through May 31, 2016 with two (2), one (1) year options.

Husker Chem Sales has been providing their services to the County for over 25 years and Public Works has a positive relationship with them. Please feel free to contact me with any question.

March 3, 2015

Beth Garber

cc: Mark Wayne  
Deb Houghtaling  
Scott Bovick  
Brian Hanson  
Rick Weber  
Denny Wilson

## Beth Garber

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**From:** Rich Weber  
**Sent:** Wednesday, March 04, 2015 11:27 AM  
**To:** Beth Garber  
**Cc:** Denny Wilson; Dannielle Giese  
**Subject:** Magnesium Bids

Beth I have reviewed the two bids for Magnesium Chloride and Calcium Chloride. I would like to recommend that we award the low bid to Husker Chemical Sales for the Grand Total of \$52,650.00. Husker Chemical has been providing their dust control services and products to the County for over 25 years and we have had very good working relations with them.

If you have any questions please give me a call.  
Rich Weber

*Rich Weber  
Street Operations Manager  
Sarpy County Public Works  
15100 so 84th st  
Papillion Ne, 68046-4627  
Office 402-537-6912  
Cell 402-415-3612*

## 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 & Calcium Chloride for the Public Works 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 & Calcium Chloride in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services

documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. 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:

Public Works Department  
15100 S. 84<sup>th</sup> Street  
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term 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.

## IV. 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.

V. 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, Suite 1250  
Papillion, NE 68046

Vendor: Mr. Gary Thimgan  
36712 Fletcher Ave, Box 405  
Weeping Water, NE 68463-0405

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 10<sup>th</sup> day of March, 2015.

(Seal)



ATTEST:

[Signature]  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

[Signature]  
Chairperson  
Sarpy County Board of Commissioners

Approved As To Form and Content:

[Signature]  
Deputy County Attorney

Vendor: Husker Chem Sales

By: [Signature]

Title: Gen'l Mgr.

Attest:

\_\_\_\_\_  
Witness



COMPANY NAME: Husker Chem Sales

Sarpy County, Nebraska  
Magnesium Chloride & Calcium Chloride  
Bid Form

Description	Appx. # Gallons	Unit Price Per Gallon	Extended Price
Magnesium Chloride – Dust Control	30,000	\$ 0.93	\$ 27,900.00
Calcium Chloride 38% - Road Base Stabilization	15,000	\$ 1.01	\$ 15,150.00
Calcium Chloride 32% - Winter De-Icing	10,000	\$ 0.96	\$ 9,600.00
Grand Total			\$ 52,650.00

\*Prices are to be F.O.B. – Sarpy County, Nebraska

Company Information

Years in business: 31

# of employees 5

Total sales last 3 years \_\_\_\_\_

References

Company Name: Lyman-Richay Corp  
Address: 4315 Cummins Omaha, ne 68131  
Contact Name: Joseph Hendricks Phone Number: 402.558.2727  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: Douglas Co.  
Address: 15535 W. Maple Rd Omaha, ne 68116  
Contact Name: Terry Brennan Phone Number: 402.444.6395  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: Saunders County  
Address: 433 n. Chestnut Wehoo, ne  
Contact Name: Steve Mika Phone Number: 402.443.8124  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_



## 21. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

## Specifications

Sarpy County is seeking proposals for magnesium Chloride for dust suppression and Calcium Chloride for road base stabilization and winter de-icing for County Roads for the Public Works Department. The successful Vendor will enter into a contract (see attached Exhibit A) for a period of one (1) year commencing on April 1, 2015 through March 31, 2016, with two (2), one (1) year option periods. Sarpy County reserves the right to award the contract to more than one vendor.

### 1. Prices

All prices offered herein shall be firm against any increase for one hundred twenty (120) days from the effective date of the proposed contract. After this period, a request for price increase shall be received in writing to the Sarpy County Public Works Department at least thirty (30) days prior to the effective date. Sarpy County reserves the right to accept or reject any price increase. Any price changes, downward or upward that may occur during the contract period shall be based on general industry changes as evidenced by revised printed price lists or notices, either by reason of market change or on the part of the Vendor or other customers. Sarpy County shall receive full proportionate benefits for price decrease immediately upon their effective date.

### 2. Literature

Vendor will furnish a copy of the most recent Material Safety Data Sheet, plus provide application and storage details and information on all materials bid.

## Technical Specifications

List all exceptions/clarifications/comments on the page provided. Indicate acceptance or exception by marking YES/NO/OTHER for specification listed. Any unmarked YES/NO/OTHER line will be noted as exception to the specification.

YES/NO/OTHER

### 1. Magnesium Chloride (mg C12) - Dust Suppression

- Y — — A. Magnesium Chloride (mg C12)
- Minimum 30% solution of low sulfate (Mg C12)  
Application rate of .3/gallon per square yard
- Specify corrosive inhibitor: NA
- Y — — B. Delivery
- Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within forty eight (48) hours after notification by the Sarpy County Public Works Department.
- Y — — C. Application
- Sarpy County will grade the road and pre-wet the area prior to application.
- Magnesium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.
- Y — — D. Quantities
- Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**
- Magnesium Chloride: 30,000 Gal

4 ——— E. Private Residences

Private residences may contact the Sarpy County Public Works Department to request the application of Magnesium Chloride for dust control. **Vendor shall bill private residences directly for any Magnesium Chloride applied when they do not meet the criteria for Sarpy County to pay for the application.** Sarpy County will grade the road and pre-wet the area prior to application, but is not responsible for any costs associated with the application of Magnesium Chloride if it does not meet the specified criteria.

2. Calcium Chloride (CaCl<sub>2</sub>) - Road Base Stabilization

4 ——— A. Calcium Chloride (CaCl<sub>2</sub>)

Minimum 38% solution

4 ——— B. Delivery

Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within five (5) calendar days after notification by the Sarpy County Public Works Department.

4 ——— C. Application

Application rate of .25/gallon per square yard for every 1.5" of scarified aggregate. Final topcoat shall be applied at a rate of .2/gallon per square yard.

Calcium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.

4 ——— D. Quantities

Typical County Road Base Stabilization projects run from one-half (1/2) mile to one (1) mile in length and have a width of twenty four (24) feet. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**

Calcium Chloride: 15,000 Gal

3. Calcium Chloride (CaCl<sub>2</sub>) - Winter De-Icing

4 ——— A. Calcium Chloride (CaCl<sub>2</sub>)

Minimum 32% solution

4 ——— B. Delivery

Vendor shall make delivery within forty eight (48) hours after notification by the Sarpy County Public Works Department.

Delivery will be to the following Sarpy County locations:

Main Public Works Shop - 15100 South 84th Street, Papillion, NE  
Gretna Shop - 21804 R&R Road, Gretna, NE

4 ——— C. Storage Tanks

All Sarpy County locations have 3,000 gallon storage tanks. Vendor is responsible for all necessary equipment to transfer the Calcium Chloride to Sarpy County's storage tanks. Vendor is responsible for the transfer of the Calcium Chloride into Sarpy County's storage tanks.

4 ——— D. Quantities

Storage tanks will be filled on an "as needed" basis. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum requirements.**

Calcium Chloride: 10,000 Gal

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

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

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

Heuser Chem Sales  
Company Name

Gary Thimsan  
Authorized Signature

36712 Fletcher Ave  
Address Box 405

Weeping Water, ne.  
City, State & Zip 68463-0405

Gary Thimsan  
Company Representative (Please print)

402.267.4155  
Telephone Number

402.267.2985  
Fax Number

jericoservice@windstream.net  
E-Mail Address

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

**Exhibit "A"**  
**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 & Calcium Chloride for the Public Works 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 & Calcium Chloride in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. 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:

Public Works Department  
15100 S. 84<sup>th</sup> Street  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term 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.

## IV. 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.

V. 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, Suite 1250  
Papillion, NE 68046

Vendor: Husker Chem Sales  
36712 Fletcher Cove Box 405  
Weeping Water, NE 68463-0405  
Gary Thimsen

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

Approved As To Form and Content:

Vendor: Husker Chem Sales

\_\_\_\_\_  
Deputy County Attorney

By: Gary Thurman

Title: Gen'l Mgr.

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_

# Husker Chem Sales

36712 Fletcher Ave.  
P O Box 405  
Weeping Water, NE 68463

Phone: (402)267-2985  
Wats: (800)422-4820  
Fax: (402)267-2985

## **Magnesium Chloride**

We have storage for 50,000 gallons of Magnesium Chloride (Mg Cl<sub>2</sub>) at our Weeping Water location to meet our customer's requirements.

## **Calcium Chloride**

We have storage for 30,000 gallons of Calcium Chloride (Ca Cl<sub>2</sub>) at our Weeping Water location to meet our customer's requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/26/2014

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).

<b>PRODUCER</b> Cottingham & Butler Wade McAnelly 800 Main St. Dubuque IA 52001	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 563-587-5000 FAX (A/C No): 563-583-7339 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Western National Mutual Ins Co</td> <td>15377</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Western National Mutual Ins Co	15377	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Jerico Services, Inc. 1506 N. 14th St., PO Box 607 Indianola IA 50125	<b>JERSER2</b>													

**COVERAGES**                      **CERTIFICATE NUMBER: 1307307519**                      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP102902203	9/30/2014	9/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1M/\$2M
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPP102902003	9/30/2014	9/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED            RETENTION \$			UMB100471703	9/30/2014	9/30/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WCV100145304	9/30/2014	9/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Property			CPP102902203	9/30/2014	9/30/2015	Blanket Buidling/Cont B/EE \$518,900 \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Calcium Chloride Distribution, Dust Control FAX: 402-593-4304 The certificate holder is additional insured on the general liability policy subject to all terms and conditions of the policy forms.

<b>CERTIFICATE HOLDER</b>  Sarpy County Highway Dept. 1210 Golden Gate Dr. #1129 Papillion NE 68046	<b>CANCELLATION</b>  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 
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## Material Safety Data Sheet

### 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

<b>Chemical Product Name</b>	Magnesium Chloride, Magnesium Sulfate
<b>Chemical Family</b>	Alkali Metal/Halide
<b>Chemical Name</b>	Aqueous Magnesium Chloride and Magnesium Sulfate
<b>Formula</b>	MgCl <sub>2</sub>
<b>Molecular Weight</b>	95.22
<b>Commercial Name</b>	Dust-Off® Dust Suppressant

**Manufacturer**

Cargill Salt  
P. O. Box 364  
Newark, CA 94560.0364

**Emergency Telephone Numbers**

CHEMTREC (800) 424-9300

### 2. COMPOSITION/INFORMATION ON INGREDIENTS

**Description**

Clear liquid.

**Ingredient Name****CAS Number****Exposure Limits****Concentration (%)**

Magnesium Chloride 7786-30-3

29 - 33

Magnesium Sulfate 7487-88-9

1.0 - 3.8

Water

63 - 70

### 3. HAZARDS IDENTIFICATION

**EMERGENCY OVERVIEW**

None

**Potential Health Effects**

**Route(s) Of Entry:** Inhalation, Skin, Ingestion.

**Human Effects and Symptoms of Overexposure:** Ingestion of large amounts can cause gastrointestinal upset and irritation of the stomach. No applicable information found for chronic systemic effects.

**Acute Inhalation:** Mist may cause slight irritation of nose; unlikely entry route.

**Chronic Inhalation:** Not Applicable

**Acute Skin Contact:** May cause minor irritation to sensitive persons.

**Chronic Skin Contact:** Not Applicable

**Acute Eye Contact:** Irritation; inflammation.

**Chronic Eye Contact:** Not Applicable

**Acute Ingestion:** May cause nausea or vomiting.

**Chronic Ingestion:** Not Applicable

**Carcinogenicity**

**NTP:** Not listed as a carcinogen or mutagen.

**IARC:** Not listed as a carcinogen or mutagen.

**OSHA:** Not listed as a carcinogen or mutagen.

**Medical Conditions Aggravated by Exposure:** Possible skin irritation to sensitive persons.

**4. FIRST AID MEASURES**

**First Aid For Eyes:** For eye contact, flush eyes with large amounts of water, lifting eyelids occasionally.

**First Aid For Skin:** Flush with water.

**First Aid For Inhalation:** Remove to fresh air. Inhalation is an unlikely entry route.

**First Aid For Ingestion:** Less than a few grams would not be harmful. For larger quantities, drink large amounts of water or milk.

**5. FIRE AND MEASURES**

**Flash Point:** Not Applicable

**Extinguishing Media:** Not Applicable. This product is nonflammable.

**Special Fire Fighting Procedures:** May use a self-contained breathing apparatus if temperatures exceed 300 degrees F. (149 degrees C.).

**6. ACCIDENTAL RELEASE MEASURES**

**Spill or Leak Procedures:** Contain spills to prevent contamination of water supply or sanitary sewer system. Dispose of according to local requirements.

**7. HANDLING AND STORAGE**

**Storage Temperature (min./max.):**

**Special Sensitivity:** Do not apply directly to plant foliage or root zones, as concentrated magnesium chloride solutions may cause partial or complete defoliation. This product is designed to control dust on unpaved surfaces. Application of excessive amounts of Dust-Off directly adjacent to or directly upon paved surfaces may result in slippery conditions which present a safety hazard for foot and vehicular traffic.

**Handling and Storage Precautions:** Prolonged storage or subjecting the materials to temperatures below 30 degrees F. (-1 degree C.) can result in the formation of magnesium sulfate crystals. May evolve chlorine gas when in contact with strong acids or upon heating above 300 degrees F (149 degrees C.) Under normal applications, decomposition should not occur. Incompatible with sulfuric and nitric acids, caustics, ammonia and cyanides. A hazardous reaction involving magnesium chloride and 2-furan percarboxylic acid has been reported.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Eye Protection Requirements:** Eyeglasses or goggles may be worn.

**Skin Protection Requirements:** Normal work gloves are adequate. Protective clothing may be worn, but is generally not required. Warm water showering and handwashing is suggested, if in direct contact with product, but is generally not required.

**Respiratory/Ventilation Requirements:** Not Necessary

**Exposure Limits:** Not Applicable

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Physical Form:** Slightly viscous, brown/amber liquid with a slight saline odor.

**Color:** Brown/amber liquid

**Odor:** Slight saline odor.

**Boiling Point (760mm Hg) (°C):** 108-123°

**Melt Point/Freeze Point (°C):** N/A

**PH:** 5.5 – 6.5

**Solubility In Water (g/cc, %):** 100%

**Specific Gravity (H<sub>2</sub>O=1):** 1.306

**Bulk Density:**

**% Volatile By Weight:**

**Vapor Pressure (mm Hg/30°C):** 7.5

**Vapor Density (Air=1):** N/A

## 10. REACTIVITY

**Stability:** Stable

**Incompatibilities:** Avoid contact with strong acids. Incompatible with sulfuric and nitric acids, caustics, ammonia and cyanides. A hazardous reaction involving magnesium chloride and 2-furan percarboxylic acid has been reported.

**Decomposition Products:** May evolve chlorine gas when in contact with strong acids or upon heating above 300 degrees F. (149 degrees C.). Under normal applications, decomposition should not occur.

## 11. TOXICOLOGICAL INFORMATION

**Description:** Not Listed

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity:** Not Listed

**Environmental Degradation:** Not Listed

**13. DISPOSAL CONSIDERATIONS**

**Waste Disposal Method:** For disposal of this material as a waste, act in accordance with all applicable Federal, state, and local waste management regulations.

**14. TRANSPORTATION INFORMATION**

**D.O.T. Shipping Name:** Not Listed

**Technical Shipping Name:** Not Listed

**D.O.T Hazard Class:** Not Listed

**U.N./N.A. Number:** Not Listed

**Product Rq (lbs.):** Not Listed

**D.O.T. Label:** Not Listed

**D.O.T. Placard:** Not Listed

**Freight Class Bulk:** Not Listed

**Freight Class Package:** Not Listed

**Product Label:** N/A

**15. REGULATORY INFORMATION**

**OSHA Status:** Not Listed

**TSCA Status:** Not Listed

**Cercla reportable Quantity**

**SARA Title III**

**Section 302 Extremely**

**Hazardous Substances:** Not Listed

**Section 311/312**

**Hazard categories:** Not Listed

**Section 313**

**Toxic Chemicals:** Not Listed

**RCRA Status:** Not Listed

**State Regulatory Information**

**Component Name**

**/CAS Number**

**Concentration**

**State-Code**

**16. OTHER INFORMATION**

**Reason For Issue:** Regulatory Communication

**Prepared By:** Steve Karl

**Approved By:** Dave Merriweather

# SAFETY DATA SHEET

M48009 NA\_EN



## Occidental Chemical Corporation

A subsidiary of Occidental Petroleum Corporation



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### LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

MSDS No.: M48009

Rev. Date: 17-Jul-2012

Rev. Num. 01

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## 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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**Company Identification:** Occidental Chemical Corporation  
5005 LBJ Freeway  
P.O. Box 809050  
Dallas, TX 75380-9050

**24 Hour Emergency Telephone Number:** 1-800-733-3665 or 1-972-404-3228 (U.S.); CHEMTREC (U.S.): 1-800-424-9300; CHEMTREC (outside U.S.): +1 703-527-3887

**To Request an SDS:** MSDS@oxy.com or 1-972-404-3245

**Customer Service:** 1-800-752-5151 or 1-972-404-3700

**Product Use:** Agriculture: Pre-harvest Concrete Acceleration Drilling Fluid Additive Dust Control Ice Melting Refrigeration Road Base Stabilization and Full Depth Reclamation Tire Weighting Water Treatment (Non-potable)

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## 2. HAZARDS IDENTIFICATION

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### EMERGENCY OVERVIEW:

**Color:** Clear  
**Physical State:** Liquid  
**Odor:** Odorless

**Signal Word:** **WARNING**

**MAJOR HEALTH HAZARDS:** CAUSES EYE AND SKIN IRRITATION. HARMFUL IF SWALLOWED.

**PRECAUTIONARY STATEMENTS:** Isolate area. Slipping hazard.

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# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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## POTENTIAL HEALTH EFFECTS:

**Inhalation:** Vapors are unlikely due to physical properties. Mist may cause irritation to upper respiratory tract (nose and throat).

**Skin contact:** Brief contact is essentially nonirritating to skin. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves). Prolonged contact may cause skin irritation, even a burn.

**Eye contact:** May cause severe eye irritation. May cause slight corneal injury. Effects may be slow to heal.

**Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation or ulceration.

See Section 11: TOXICOLOGICAL INFORMATION

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	%	CAS Number
Calcium chloride	28 - 42	10043-52-4
Potassium Chloride	< 3	7447-40-7
Water	53 - 72	7732-18-5
Sodium chloride	< 2	7647-14-5
Calcium bromide	< 1	7789-41-5

## 4. FIRST AID MEASURES

**INHALATION:** Move person to fresh air; if effects occur, consult a physician.

**SKIN CONTACT:** Wash off immediately with plenty of water.

**EYE CONTACT:** Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. If effects occur, consult a physician, preferably an ophthalmologist.

**INGESTION:** If swallowed, seek medical advice immediately and show this container or label. Do not induce vomiting without medical advice.

**Protection of First-Aiders:** If potential for exposure exists refer to Section 8 for specific personal protective equipment.

**Notes to Physician:** If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

## 5. FIRE-FIGHTING MEASURES

**Fire Hazard:** This material does not burn.

**Extinguishing Media:** Use extinguishing agents appropriate for surrounding fire.

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**Fire Fighting:** Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

**Lower Flammability Level (air):** Not applicable  
**Upper Flammability Level (air):** Not applicable  
**Flash point:** Not applicable  
**Autoignition Temperature:** Not applicable

## 6. ACCIDENTAL RELEASE MEASURES

**Occupational Release:** Small and large spills: Contain spilled material if possible. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal Considerations, for additional information. Absorb with materials such as sand.

**Personal Precautions:** Spilled material may cause a slipping hazard. Isolate area. Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

**Environmental Precautions:** Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

## 7. HANDLING AND STORAGE

**Storage Conditions:** Keep container tightly closed. Protect from atmospheric moisture. Product may become a solid at temperatures below 0 C (32 F) (concentrations above 36% calcium chloride).

**Handling Procedures:** Product shipped/handled hot can cause thermal burns. Avoid contact with skin, eyes and clothing. Wash thoroughly after handling.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

**Regulatory Exposure Limit(s):** As listed below when material is dried

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Particles not otherwise regulated	TWA 15 mg/m <sup>3</sup> (total) TWA 5 mg/m <sup>3</sup> (respirable)	-----	-----

**OEL:** Occupational Exposure Limit; **OSHA:** United States Occupational Safety and Health Administration; **PEL:** Permissible Exposure Limit; **TWA:** Time Weighted Average; **STEL:** Short Term Exposure Limit

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**Non-Regulatory Exposure Limit(s):** As listed below when material is dried

Component	CAS Number	ACGIH TWA	ACGIH STEL	ACGIH Ceiling	OSHA TWA (Vacated)	OSHA STEL (Vacated)	OSHA Ceiling (Vacated)
Particles Not Otherwise Specified (PNOS)	Not Assigned	TWA 10 mg/m <sup>3</sup> (inhalable)  TWA 3 mg/m <sup>3</sup> (respirable)	-----	-----	-----	-----	-----

- The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits shown in the table are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).

- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

**Additional Advice:** Ingestion: Use good personal hygiene. Do not consume or store food in the work area. Wash hands before smoking or eating.

**ENGINEERING CONTROLS:** Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

**PERSONAL PROTECTIVE EQUIPMENT:**

**Eye Protection:** Wear chemical safety goggles.

**Skin and Body Protection:** Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse or dispose of properly.

**Hand Protection:** Use gloves chemically resistant to this material. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier. Avoid gloves made of Polyvinyl alcohol (PVA).

**Respiratory Protection:** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

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<b>Physical State:</b>	Liquid
<b>Color:</b>	Clear
<b>Odor:</b>	Odorless
<b>Boiling Point/Range:</b>	110 - 122 C (230 - 252 F) Literature
<b>Freezing Point/Range:</b>	Varies
<b>Melting Point/Range:</b>	260 °C (500 °F) Literature Approximately
<b>Decomposition Temperature:</b>	Not applicable
<b>Vapor Pressure:</b>	9 - 15 mmHg@ 25 C Literature
<b>Vapor Density (air=1):</b>	Not applicable
<b>Specific Gravity (water=1):</b>	1.275 - 1.439 Literature
<b>Bulk Density:</b>	57 - 67 lb/ft3
<b>Water Solubility:</b>	Completely miscible
<b>pH:</b>	9 Estimated (undiluted)
<b>Flash point:</b>	Not applicable
<b>Method:</b>	Setaflash Closed Cup
<b>Lower Flammability Level (air):</b>	Not applicable
<b>Upper Flammability Level (air):</b>	Not applicable
<b>Autoignition Temperature:</b>	Not applicable
<b>Viscosity:</b>	2.6 cSt @ 25 C Estimated

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## 10. STABILITY AND REACTIVITY

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**Reactivity/ Stability:** Stable.

**Conditions to Avoid:** None known.

**Incompatibilities/ Materials to Avoid:** Avoid contact with: Sulfuric acid. Corrosive to some metals. Avoid contact with metals such as brass, ferrous metals, and mild steel. Flammable hydrogen may be generated from contact with metals such as: Zinc. Sodium. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromate

**Hazardous Decomposition Products:** Does not decompose

**Hazardous Polymerization:** Will not occur.

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## 11. TOXICOLOGICAL INFORMATION

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### TOXICITY DATA:

**LD50 Oral:**

Typical for this family of materials. LD50, Rat 918 - 1,668 mg/kg

**LD50 Dermal:**

For the major component(s): LD50, Rabbit > 5,000 mg/kg

### **CHRONIC TOXICITY:**

For the minor component(s): Potassium chloride - In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, Heart, and Kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. Medical experience with sodium chloride has shown a strong association between elevated blood pressure and prolonged dietary overuse. Related effects could occur in the kidneys.

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**CARCINOGENICITY:** This product is not classified as a carcinogen by NTP, IARC or OSHA.

**MUTAGENIC DATA:** The data presented are for the following material: Calcium chloride (CaCl<sub>2</sub>) - In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride - In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.

**DEVELOPMENTAL TOXICITY:** For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

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## 12. ECOLOGICAL INFORMATION

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### ECOTOXICITY DATA:

- **Aquatic Toxicity:**

Material is practically non-toxic to aquatic organisms on an acute basis  
(LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)

- **Freshwater Fish Toxicity:**

Calcium Chloride: LC50, bluegill (*Lepomis macrochirus*): 8,350 - 10,650 mg/l  
Potassium Chloride: LC50, rainbow trout (*Oncorhynchus mykiss*), 96 h: 4,236 mg/l  
Sodium Chloride: LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l

- **Invertebrate Toxicity:**

Calcium Chloride: LC50, water flea *Daphnia magna*: 759 - 3,005 mg/l  
Potassium Chloride: EC50, water flea *Daphnia magna*, 24 h, immobilization: 590 mg/l  
LC50, water flea *Ceriodaphnia dubia*, 96 h: 3,470 mg/l  
Sodium Chloride: LC50, water flea *Daphnia magna*: 4,571 mg/l

- **Algae Toxicity:**

Sodium Chloride: IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

### FATE AND TRANSPORT:

**BIODEGRADATION:** Biodegradation is not applicable.

**BIOCONCENTRATION:** No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

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## 13. DISPOSAL CONSIDERATIONS

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Reuse or recycle if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Reclaimer. Waste water treatment system.

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## 14. TRANSPORT INFORMATION

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### U.S. DOT 49 CFR 172.101:

Status: Not regulated

### CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

Status: Not regulated

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## 15. REGULATORY INFORMATION

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### U.S. REGULATIONS

- **OSHA REGULATORY STATUS:**

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

- **CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):** Not regulated.

- **EPCRA EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):** Not regulated

- **EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):**  
Acute Health Hazard.

- **EPCRA SECTION 313 (40 CFR 372.65):** To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

- **OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):** Not regulated

### NATIONAL INVENTORY STATUS

- **U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):** All components are listed or exempt

- **TSCA 12(b):** This product is not subject to export notification

- **Canadian Chemical Inventory:** All components of this product are listed on either the DSL or the NDSL.

### STATE REGULATIONS

**California Proposition 65:** This product is not listed, but it may contain impurities/trace elements known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act. **WARNING:** This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bromate, a chemical known to the State of California to cause cancer.

Calcium chloride	
California Proposition 65 Cancer WARNING:	Not Listed

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<b>Calcium chloride</b>		
	California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
	California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
	Massachusetts Right to Know Hazardous Substance List	Not Listed
	New Jersey Right to Know Hazardous Substance List	Not Listed
	New Jersey Special Health Hazards Substance List	Not Listed
	New Jersey - Environmental Hazardous Substance List	Not Listed
	Pennsylvania Right to Know Hazardous Substance List	Not Listed
	Pennsylvania Right to Know Special Hazardous Substances	Not Listed
	Pennsylvania Right to Know Environmental Hazard List	Not Listed
	Rhode Island Right to Know Hazardous Substance List	Not Listed
<b>Potassium Chloride</b>		
	California Proposition 65 Cancer WARNING:	Not Listed
	California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
	California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
	Massachusetts Right to Know Hazardous Substance List	Not Listed
	New Jersey Right to Know Hazardous Substance List	Not Listed
	New Jersey Special Health Hazards Substance List	Not Listed
	New Jersey - Environmental Hazardous Substance List	Not Listed
	Pennsylvania Right to Know Hazardous Substance List	Not Listed
	Pennsylvania Right to Know Special Hazardous Substances	Not Listed
	Pennsylvania Right to Know Environmental Hazard List	Not Listed
	Rhode Island Right to Know Hazardous Substance List	Not Listed
<b>Sodium chloride</b>		
	California Proposition 65 Cancer WARNING:	Not Listed
	California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
	California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
	Massachusetts Right to Know Hazardous Substance List	Not Listed
	New Jersey Right to Know Hazardous Substance List	Not Listed
	New Jersey Special Health Hazards Substance List	Not Listed
	New Jersey - Environmental Hazardous Substance List	Not Listed
	Pennsylvania Right to Know Hazardous Substance List	Not Listed
	Pennsylvania Right to Know Special Hazardous Substances	Not Listed
	Pennsylvania Right to Know Environmental Hazard List	Not Listed
	Rhode Island Right to Know Hazardous Substance List	Not Listed

**CANADIAN 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 – Classification of Substances:**

- D2B – Poisonous and Infectious Material; Materials causing other toxic effects – Toxic material

# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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## 16. OTHER INFORMATION

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Prepared by: OxyChem Corporate HESS – Product Stewardship

### Disclaimer:

This information is intended solely for the use of individuals trained in the NFPA and/or HMIS systems. A calcium chloride product - For industrial formulation involving food contact. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

HMIS: (SCALE 0-4) (Rated using National Paint & Coatings Association HMIS: Rating Instructions, 2nd Edition)

Health: 2                      Flammability: 0                      Reactivity: 0

NFPA 704 - Hazard Identification Ratings (SCALE 0-4)

Health: 1                      Flammability: 0                      Reactivity: 0

### Reason for Revision:

- Three year review
- Updated the (M)SDS header
- Updated the 24 Hour Emergency Telephone Number: SEE SECTION 1
- Modified the Exposure Limit Information: SEE SECTION 8
- Format changes to sections: 8
- Revised California Proposition 65 Statement: SEE SECTION 15
- Revised Canadian Domestic Substance List language: SEE SECTION 15
- Revised Preparer Information: SEE SECTION 16
- Added "End of Safety Data Sheet" phrase

### IMPORTANT:

The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and OxyChem assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws.

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees.

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End of Safety Data Sheet

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COMPANY NAME: Husker Chem Sales

Sarpy County, Nebraska  
Magnesium Chloride & Calcium Chloride  
Bid Form

Description	Appx. # Gallons	Unit Price Per Gallon	Extended Price
Magnesium Chloride – Dust Control	30,000	\$ 0.93	\$ 27,900.00
Calcium Chloride 38% - Road Base Stabilization	15,000	\$ 1.01	\$ 15,150.00
Calcium Chloride 32% - Winter De-icing	10,000	\$ 0.96	\$ 9,600.00
Grand Total			\$ 52,650.00

\*Prices are to be F.O.B. – Sarpy County, Nebraska

Company Information

Years in business: 31

# of employees 5

Total sales last 3 years \_\_\_\_\_

References

Company Name: Lyman - Richey Corp

Address: 4915 Cummins Omaha, ne 68131

Contact Name: Todd Hendricks Phone Number: 402.558.2727

Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: Douglas Co.

Address: 15535 W. Maple Rd Omaha, ne 68116

Contact Name: Terry Brennan Phone Number: 402.444.6395

Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: Saunders County

Address: 433 n. Chestnut Wehoo, ne

Contact Name: Steve Miller Phone Number: 402.443.8124

Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_



## 21. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

## Specifications

Sarpy County is seeking proposals for magnesium Chloride for dust suppression and Calcium Chloride for road base stabilization and winter de-icing for County Roads for the Public Works Department. The successful Vendor will enter into a contract (see attached Exhibit A) for a period of one (1) year commencing on April 1, 2015 through March 31, 2016, with two (2), one (1) year option periods. Sarpy County reserves the right to award the contract to more than one vendor.

### 1. Prices

All prices offered herein shall be firm against any increase for one hundred twenty (120) days from the effective date of the proposed contract. After this period, a request for price increase shall be received in writing to the Sarpy County Public Works Department at least thirty (30) days prior to the effective date. Sarpy County reserves the right to accept or reject any price increase. Any price changes, downward or upward that may occur during the contract period shall be based on general industry changes as evidenced by revised printed price lists or notices, either by reason of market change or on the part of the Vendor or other customers. Sarpy County shall receive full proportionate benefits for price decrease immediately upon their effective date.

### 2. Literature

Vendor will furnish a copy of the most recent Material Safety Data Sheet, plus provide application and storage details and information on all materials bid.

## Technical Specifications

List all exceptions/clarifications/comments on the page provided. Indicate acceptance or exception by marking YES/NO/OTHER for specification listed. Any unmarked YES/NO/OTHER line will be noted as exception to the specification.

YES/NO/OTHER

### 1. Magnesium Chloride (mg C12) - Dust Suppression

- Y \_\_\_\_\_ A. Magnesium Chloride (mg C12)
- Minimum 30% solution of low sulfate (Mg C12)  
Application rate of .3/gallon per square yard
- Specify corrosive inhibitor: NA
- Y \_\_\_\_\_ B. Delivery
- Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within forty eight (48) hours after notification by the Sarpy County Public Works Department.
- Y \_\_\_\_\_ C. Application
- Sarpy County will grade the road and pre-wet the area prior to application.
- Magnesium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.
- Y \_\_\_\_\_ D. Quantities
- Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**
- Magnesium Chloride: 30,000 Gal

4 \_\_\_\_\_

E. Private Residences

Private residences may contact the Sarpy County Public Works Department to request the application of Magnesium Chloride for dust control. **Vendor shall bill private residences directly for any Magnesium Chloride applied when they do not meet the criteria for Sarpy County to pay for the application.** Sarpy County will grade the road and pre-wet the area prior to application, but is not responsible for any costs associated with the application of Magnesium Chloride if it does not meet the specified criteria.

2. Calcium Chloride (CaCl<sub>2</sub>) - Road Base Stabilization

4 \_\_\_\_\_

A. Calcium Chloride (CaCl<sub>2</sub>)

Minimum 38% solution

4 \_\_\_\_\_

B. Delivery

Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within five (5) calendar days after notification by the Sarpy County Public Works Department.

4 \_\_\_\_\_

C. Application

Application rate of .25/gallon per square yard for every 1.5" of scarified aggregate. Final topcoat shall be applied at a rate of .2/gallon per square yard.

Calcium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.

4 \_\_\_\_\_

D. Quantities

Typical County Road Base Stabilization projects run from one-half (1/2) mile to one (1) mile in length and have a width of twenty four (24) feet. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**

Calcium Chloride: 15,000 Gal

3. Calcium Chloride (CaCl<sub>2</sub>) - Winter De-Icing

4 — — A. Calcium Chloride (CaCl<sub>2</sub>)  
Minimum 32% solution

4 — — B. Delivery  
Vendor shall make delivery within forty eight (48) hours after notification by the Sarpy County Public Works Department.

Delivery will be to the following Sarpy County locations:

Main Public Works Shop - 15100 South 84th Street, Papillion, NE  
Gretna Shop - 21804 R&R Road, Gretna, NE

4 — — C. Storage Tanks

All Sarpy County locations have 3,000 gallon storage tanks. Vendor is responsible for all necessary equipment to transfer the Calcium Chloride to Sarpy County's storage tanks. Vendor is responsible for the transfer of the Calcium Chloride into Sarpy County's storage tanks.

4 — — D. Quantities

Storage tanks will be filled on an "as needed" basis. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown.  
**Vendor shall not impose minimum requirements.**

Calcium Chloride: 10,000 Gal

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

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

Husker Chem Sales  
Company Name

Gary Thinsam  
Authorized Signature

36712 Fletcher Ave  
Address Box 405

Weeping Water, ne.  
City, State & Zip 68463-0405

Gary Thinsam  
Company Representative (Please print)

402. 267. 4155  
Telephone Number

402. 267. 2985  
Fax Number

jerico.service@windstream.net  
E-Mail Address

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

**Exhibit "A"**  
**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 & Calcium Chloride for the Public Works 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 & Calcium Chloride in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. 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:

Public Works Department  
15100 S. 84<sup>th</sup> Street  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term 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.

## IV. 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.

V. 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, Suite 1250  
Papillion, NE 68046

Vendor: Husker Chem Sales  
36712 Fletcher Ave Box 405  
Weeping Water, NE 68463-0405  
Gary Thimsan

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

Approved As To Form and Content:

Vendor: Husker Chem Sales

\_\_\_\_\_  
Deputy County Attorney

By: Gary Thurman

Title: Gen'l Mgr.

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_