

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,

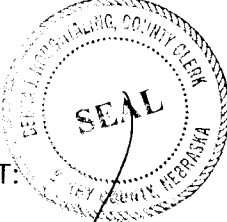
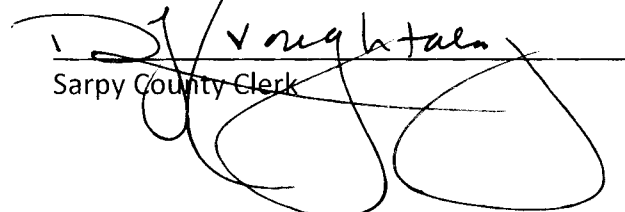
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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 10th day of March, 2015.


Sarpy County Board Chairman

ATTEST: 

Sarpy County Clerk

Bid Tab

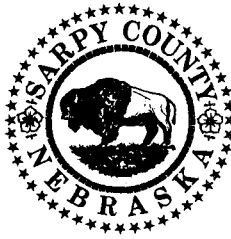
Magnesium Chloride Calcium Chloride
for the
Sarpy County Public Works Department

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		
Grand Total			\$52,650.00				No Bid

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

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.
- 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. 84th 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

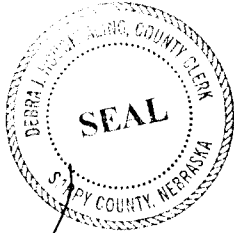
This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County 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 10th 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: Gary Thumson

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: _____

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. None

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

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 (CaCl₂) - Road Base Stabilization

4 — — A. Calcium Chloride (CaCl₂)

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 (CaCl₂) - Winter De-Icing

4 ——— A. Calcium Chloride (CaCl₂)

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.

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. 84th 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 Cl₂) at our Weeping Water location to meet our customer's requirements.

Calcium Chloride

We have storage for 30,000 gallons of Calcium Chloride (Ca Cl₂) 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).


PRODUCER Cottingham & Butler Wade McAnelly 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C No, Ext): 563-587-5000 FAX (A/C No): 563-583-7339 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Western National Mutual Ins Co</td> <td></td> <td>15377</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></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 C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Jerico Services, Inc. 1506 N. 14th St., PO Box 607 Indianola IA 50125	JERSER2																				

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"/> COMMERCIAL GENERAL LIABILITY <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"/> AUTOMOBILE LIABILITY <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"/> UMBRELLA LIAB <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"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N 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.

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

1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Chemical Product Name Magnesium Chloride, Magnesium Sulfate
Chemical Family Alkali Metal/Halide
Chemical Name Aqueous Magnesium Chloride and Magnesium Sulfate
Formula MgCl₂
Molecular Weight 95.22
Commercial Name 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	Exposure Limits	Concentration (%)
CAS Number		
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 (H₂O=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



LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

MSDS No.: M48009

Rev. Date: 17-Jul-2012

Rev. Num. 01

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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)

2. HAZARDS IDENTIFICATION

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.

LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

M48009 NA_EN

MSDS No.: M48009

Rev. Date: 17-Jul-2012

Rev. Num. 01

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.

LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

M48009 NA_EN

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Rev. Date: 17-Jul-2012

Rev. Num. 01

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 ³ (total) TWA 5 mg/m ³ (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