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C - 14 - 0534

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF ROAD SALT
BID NO. 12-191
SECOND RENEWAL

RECEIVED

OCT 02 2014

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between Nebraska Salt & Grain Co., 115 W. 16th Street, Gothenburg, NE 69138 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0483, dated August 22, 2012, and E.O. No. 085355, dated September 13, 2012, (the "Agreement"), for The Annual Supply of Road Salt, Bid No. 12-191, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 13, 2012 through September 12, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the County Contract C-13-0454, executed by the County Board on September 4, 2013, and City E.O. No. 086400 on August 27, 2013, to renew the Agreement for an additional one (1) year period from September 13, 2013 through September 12, 2014; and

WHEREAS, the parties wish to renew the Agreement for an additional one (1) year term beginning September 13, 2014 through September 12, 2015 and

WHEREAS, the parties wish to amend the Agreement for a price increase, per Attachment A; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$38,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$275,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-12-0483 and E.O. No. 085355, and stated herein the parties agree as follows:

1. The Agreement shall be renewed for an additional one (1) year term beginning September 13, 2014 through September 12, 2015.
2. The parties wish to amend the Agreement for a price increase, per Attachment A.
3. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$38,000.00 per year without approval by the Lancaster County Board.
4. WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$275,000.00 without prior approval by the City of Lincoln.
5. All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

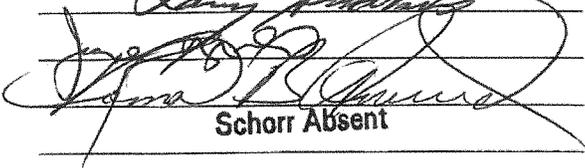
**The Board of County Commissioners of
Lancaster County, Nebraska**

City of Lincoln, Nebraska

Executed this 7 day of October, 2014

Executed this 29th day of Sept., 2014

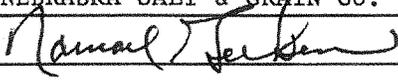



 Schorr Absent


 Chris Beutler, Mayor


 Lancaster County Attorney

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	NEBRASKA SALT & GRAIN CO.
By: (Name & Title)	
By: (Name & Title)	NORMAN GEIKEN, PRESIDENT
Title:	PRESIDENT
Company Address:	115 W. 16TH ST. PO BOX 489 GOTHENBURG, NE 69138
Company Phone & Fax:	PHONE: 308-537-7191 FAX: 308-537-7193
E-Mail Address:	nsg@nsgco.com
Date:	08/25/2014
Contact Person For: Orders or Service	NORM GEIKEN OR GWEN JENSEN
Phone Number:	308-537-7191 or 800-292-4026

Attachment A



NEBRASKA SALT & GRAIN CO./NSG TRANSPORT, INC.

P.O. Box 489 • Gothenburg, NE 69138-1302 • 308-537-7191 • 800-292-4026 • FAX 308-537-7193

June 20, 2014

ATTN: Sharon A. Mulder, Asst. Purchasing Agent
City of Lincoln/Lancaster County
Purchasing Division/Finance Department
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, NE 68508

Sharon:

This letter is to exercise a proposed price increase to the City of Lincoln/Lancaster County in hopes we can mutually agree to renew our Contract No. C-12-0483 and E.O. No. 085355 for the Annual Supply of Road Salt, Bid No. 12-191. We wish to revise bid prices by requesting that you consider a price increase, effective September 13, 2014 to supply and deliver Highway Deicing Salt to the City of Lincoln/Lancaster County. Attached, are copies of letters we have received from both Independent Salt Company (advising a \$2.00 per ton increase) and Central Salt (advising a \$2.50 per ton increase) for the 2014-2015 season.

We have listed below our current contract prices for off-peak and peak and a proposed increase of \$2.25 per ton, as set-out below:

	Current Price	September 13, 2014 through September 12, 2015 Proposed Revised Price
Off-Peak	\$42.41	\$44.66
Peak	\$45.26	\$47.51

Our proposed increase is an average of the two mines. Following are two factors that must be considered with regards to the usage from each particular mine:

- 1) We have no way of knowing, from year to year, where our trucks will unload in Kansas. Whichever mine is closest to each truck's unload point, is where we go to re-load salt.
- 2) During high volume usage, we need to go to both mines in order to purchase the amount of salt needed to meet demand. It has taken years for us to get a back-up mine, and without both mines we cannot guarantee delivery, as needed.

If you have any questions, please call.

Sincerely,

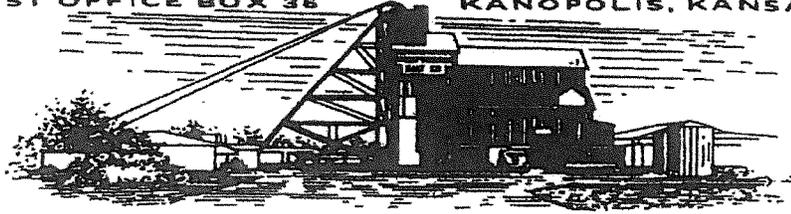
Norm Geiken, President
Nebraska Salt & Grain Co.

Enc. 2

INDEPENDENT SALT *Company*

POST OFFICE BOX 38

KANOPOLIS, KANSAS 67454



05-15-14

Nebraska Salt & Grain
P.O. Box 489
Gothenburg, Nebraska 69138-0489

Norm,

Please be advised that the pricing on our bulk deicing salt will be up \$2.00 per ton for the 2014-15 winter season. As always, we appreciate your patronage to us and look forward to serving your deicing salt needs for many years to come.

Independent Salt Company

S.K. Olson VP Distribution



May 21, 2014

Mr. Norm Geiken
Nebraska Salt & Grain Co.
PO Box 489
Gothenburg, NE 69183

Norm,

Due to a nationwide decrease in the supply of bulk deicing salt coupled with an increase in production costs, we will be increasing your price by \$ 2.50 per ton for the 2014/2015 season. We appreciate your business and look forward to working with you this year.

Sincerely,

Todd Hamer

ELGIN OFFICE

385 Alford Road, Suite 108, Elgin IL 60123
888-499-7258 Phone / 847-608-8130 Phone / 847-608-8135 Fax

LYONS MINE OFFICE

1420 State Road 14, Lyons KS 67554
800-879-7258 Phone / 620-267-5626 Phone / 620-267-5052 Fax



CERTIFICATE OF LIABILITY INSURANCE

05/23/2014

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 The Insurance Store, Inc. P O Box 174 Sidney, NE 69162 Dennis R. Hicks		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: NEBRA-2		FAX (A/C, No):	
INSURED NSG TRANSPORT, INC NEBRASKA SALT & GRAIN CO 115 WEST 16TH STREET GOTHENBURG, NE 69138		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Employers Mutual Company			21415
		INSURER B: Employers Mutual Company			21415
		INSURER C: Employers Mutual Company			21415
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4D32284	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4E32284	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Per 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 DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			4J32284	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	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	4H32284	06/01/2014	08/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	CARGO			4C32284	06/01/2014	06/01/2015	PER VEH \$ 25,000 DED \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 "CITY OF LINCOLN, NEBRASKA, LANCASTER COUNTY, NEBRASKA AND LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION IS NAMED AS ADDITIONAL INSURED"

CERTIFICATE HOLDER CITY OF LINCOLN/LANCASTER COUNTY & PUBLIC BLDING COMMISS 440 SOUTH 8TH STREET, STE200 LINCOLN NE 68508 FAX# 402-441-6513		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 	
--	--	--	--

6130454
86400

RECEIVED

SEP 04 2013

LANCASTER COUNTY
CLERK

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF ROAD SALT
BID NO. 12-191
FIRST RENEWAL**

This Amendment is hereby entered into on this 27th day of Aug., 2013, by and between Nebraska Salt & Grain Co., 115 W. 16th Street, Gothenburg, NE 69138 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0483, dated August 22, 2012, and E.O. No. 085355, dated September 13, 2012, (the "Contract"), for The Annual Supply of Road Salt, Bid No. 12-191, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is September 13, 2012 through September 12, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning September 13, 2013 through September 12, 2014 and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$55,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$325,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0483 and E.O. No. 085355, and stated herein the parties agree as follows:

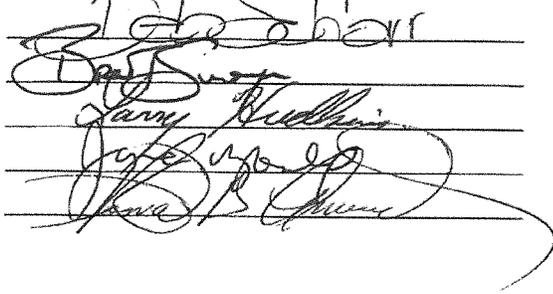
1. The contract shall be renewed for an additional one (1) year term beginning September 13, 2013 through September 12, 2014.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$55,000.00 per year without approval by the Lancaster County Board.
3. WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$325,000.00 without prior approval by the City of Lincoln.
4. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**The Board of County Commissioners of
Lancaster County, Nebraska**

Executed this 10 day of September, 2013



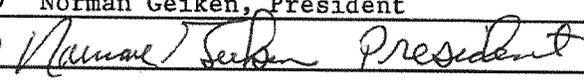
City of Lincoln, Nebraska

Executed this 27th day of Aug., 2013


Chris Beutler, Mayor


Lancaster County Attorney

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	Nebraska Salt & Grain Co.
By: (Name & Title)	(Please Print) Norman Geiken, President
By: (Name & Title)	(Please Sign)  President
Company Address:	115 W. 16th St. PO Box 489 Gothenburg, NE 69138
Company Phone & Fax:	Phone: 308-537-7191 Fax: 308-537-7193
Date:	Dated this <u>7th</u> day of <u>August</u> , 2013

85355

C-12-0483

RECEIVED

AUG 22 2012

LANCASTER COUNTY
CLERK

CG COPY

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
OF ROAD SALT
BID NO. 12-191**

**Nebraska Salt & Grain Co.
115 W. 16th Street
Gothenburg, NE 69138
308-537-7191**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 28 day of August 2012, by and between Nebraska Salt & Grain Co., 115 W. 16th Street, Gothenburg, NE 69138, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Supply of Road Salt, Bid No. 12-191 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract is for one (1) year with an option to renew for three (3) additional one (1) year terms.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums #1, 2 & 3.
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier, Ag...
City Clerk



CITY OF LINCOLN, NEBRASKA

Christina...
Mayor

Approved by Executive No. 085355

dated Sept. 13, 2012

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Battaly Johnson
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Greg DeGroot
Berni Meier
John Schorr
Donny Hudkins
Bob Sney

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Colle [Signature] (SEAL)
Secretary

NEBRASKA SALT & GRAIN CO.
P.O. Box 489 Corporation P.O. Box 489
Gothenburg, NE 69138
(308) 537-7101
(Address)

By: [Signature]
Duly Authorized Official
President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information	Contact Information	Ship to Information
Bid Creator Sharon R. Mulder Asst Purchasing Agent	Address Purchasing 440 S. 8th St.	Address
Email smulder@lincoln.ne.gov	Lincoln, NE 68508	
Phone (402) 441-7410	Contact Sharon R. Mulder Asst	Contact
Fax (402) 441-6513	Purchasing Agent	
	Purchasing	
Bid Number 12-191 Addendum 3	Department	Department
Title Annual Supply of Road Salt	Building	Building
Bid Type Bid	Suite 200	
Issue Date 07/23/2012	Floor/Room	Floor/Room
Close Date 8/3/2012 12:00:00 PM CST	Telephone (402) 441-7410	Telephone
Need by Date	Fax (402) 441-6513	Fax
	Email smulder@lincoln.ne.gov	Email

Supplier Information

Company Nebraska Salt & Grain Co.
Address 115 W 16th St
Gothenburg, NE 69138
Contact Norman Geiken
Department Owner/Manager
Building
Floor/Room
Telephone 308 (537) 7191
Fax 308 (537) 7193
Email nsg@nsgco.com
Submitted 8/1/2012 4:40:16 PM CST
Total \$87.67

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Norm Geiken
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes, (b) No
8	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
10	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	As agreed when order is placed
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
13	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
14	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	TON	Crushed Road Salt (Off Peak) Price is per ton.	\$42.41

Item Notes:
Sodium Chloride Crushed Rock Salt
The sodium chloride (NaC) content in the crushed rock salt shall be no less than 95.0% and meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1
Gradation Requirments Sieve Size 1/2" (12.50 mm) Percent Passing Sieve (by weight) of 100 Chloride Type I, Grade 1
Gradation Requirments Sieve Size 3/8" (9.50 mm) Percent Passing Sieve (by weight) of 95-100 Chloride Type I, Grade 1
Gradation Requirments Sieve Size No. 4 (4.75 mm) Percent Passing Sieve (by weight) of 20-90 Chloride Type I, Grade 1.
Gradation Requirments Sieve Size No. 8 (2.36 mm) Percent Passing Sieve(by weight)of 10-60 Chloride Type I, Grade 1.
Gradation Requirments Sieve Size No. 30 (600 um) Percent Passing Sieve (by weight) of 0-15

Supplier Notes:

2	1	TON	Crushed Road Salt (Peak) Price is per ton.	\$45.26
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Item Notes:
Sodium Chloride Crushed Rock Salt
The sodium chloride (NaC) content in the crushed rock salt shall be no less than 95.0% and meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1
Gradation Requirments Sieve Size 1/2" (12.50 mm) Percent Passing Sieve (by weight) of 100 Chloride Type I, Grade 1
Gradation Requirments Sieve Size 3/8" (9.50 mm) Percent Passing Sieve (by weight) of 95-100 Chloride Type I, Grade 1
Gradation Requirments Sieve Size No. 4 (4.75 mm) Percent Passing Sieve (by weight) of 20-90 Chloride Type I, Grade 1.
Gradation Requirments Sieve Size No. 8 (2.36 mm) Percent Passing Sieve(by weight)of 10-60 Chloride Type I, Grade 1.
Gradation Requirments Sieve Size No. 30 (600 um) Percent Passing Sieve (by weight) of 0-15

Supplier Notes:

Response Total: \$87.67

**SPECIFICATIONS
FOR
ANNUAL SUPPLY OF ROAD SALT
BID NO. 12-191**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the minimum requirements for supply and delivery of road salt for the City of Lincoln, Lancaster County.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. TERM OF CONTRACT

- 2.1 The term of the contract will be for two (2) years, with the option to renew for one (1) additional two (2) year term.
- 2.2 Services will begin upon execution of a contract by both parties.

3. GENERAL INFORMATION

- 3.1 The crushed rock salt shall arrive at the delivery point in a free-flowing and usable condition.
- 3.2 The chemical composition shall be the sodium chloride (NaCl) content in crushed rock salt shall be no less than 95 percent.
- 3.3 The crushed rock salt shall meet ASTM D632 specifications for Sodium Chloride Type 1, Grade 1.
- 3.4 The crushed rock salt shall comply with the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing Sieve (by weight)</u>
1/2-in. (12.50 mm)	100
3/8-in. (9.50 mm)	95 - 100
No. 4 (4.75 mm)	20 - 90
No. 8 (2.36 mm)	10 - 60
No. 30 (600 um)	0 - 15
- 3.5 No solar salt accepted.
- 3.6 Bidders shall bid per ton.
- 3.7 Vendor shall supply pricing for two (2) separate conditions:
 - 3.7.1 Off - Peak, Months of March through October
 - 3.7.2 Peak, Months of November through February
 - 3.7.3 Prices shall be provided for both peak and off-peak conditions.
- 3.8 Delivery locations for Lancaster County:
 - 3.8.1 Waverly
 - 3.8.2 Emerald
 - 3.8.3 Sprague
 - 3.8.4 Roca
- 3.9 The approximate normal usage for a winter season is 700 tons for Lancaster County.
 - 3.9.1 The approximate normal usage is 1500 tons.
- 3.10 Delivery location for the City of Lincoln is:
 - 3.10.1 3200 Baldwin Street
Lincoln, NE 68504
 - 3.10.2 Possible other delivery locations may be needed.

3.11 The approximate average usage for the City of Lincoln is 500 ton.

Addendum #1
Annual Supply of Road Salt
Bid No. 12-191

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. In the specifications, line item 3.11 should read: The approximate average usage for the City of Lincoln is 5,000 ton.

All other terms and conditions shall remain unchanged.

Dated this 24th day of July, 2012.

Sharon Mulder
Asst. Purchasing Agent

Addendum #2
Annual Supply of Road Salt
Bid No. 12-191

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Q) Can you accept deliveries by covered hopper trucks?
Y) Yes, these deliveries are acceptable.

All other terms and conditions shall remain unchanged.

Dated this 27th day of July, 2012.

Sharon Mulder
Asst. Purchasing Agent

Addendum #3
Annual Supply of Road Salt
Bid No. 12-191

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Q1. Please clarify the tonnage required for the Lincoln/Lancaster County bid. Do you have any early fill requirements/estimates?

A1. For the city of Lincoln, the total estimated quantity for the entire season is 5000 tons with the majority being purchased during the off peak. For Lancaster County, the total estimated quantity for the entire season is 1500 tons; early fill is 600 tons.

All other terms and conditions shall remain unchanged.

Dated this 30th day of July, 2012.

Sharon Mulder
Asst. Purchasing Agent