

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY OF CALCIUM CHLORIDE
FOR STREET MAINTENANCE**

Bid NO. 14-184

**Scotwood Industies, Inc.
12980 Metcalf Ave, Suite 240
Overland Park, KS 66213
913-851-3500**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Scotwood Industries, Inc., 12980 Metcalf Ave., Suite 240, Overland Park, KS 66213**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City 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 Calcium Chloride for Street Maintenance, Bid No. 14-184**
and,

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

WHEREAS, the City, 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 City has 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 City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

Note: Seasonally, we are capable of storing 300 super sacks; may order up to 200 additional super sacks as sacks deplete. (Or an as-needed basis)

2. The City agrees 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 City:

The City 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. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$295,000.00 during the contract term without approval.

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 City 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 City 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's 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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term, with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Instructions to Bidders
 5. Sales Tax Exemption Form 13

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 City 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 City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meyer
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive No. 087493

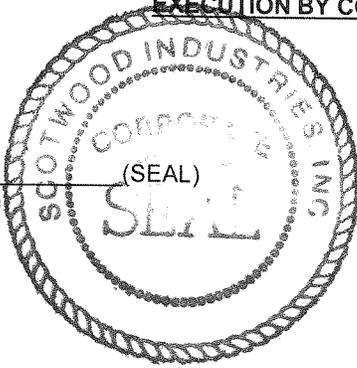
dated 9-11-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Alli Mahony
Secretary



Scotwood Industries, Inc.
Name of Corporation

12980 Metcalf, Overland Park, KS
(Address) *Suite 290 66213*

By: *Chase Wilson*
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. Lincoln, NE 68508	Address	Public Works & Utilities, Street Maintenance Operations
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		901 W. Bond, Suite 160 Lincoln, NE 68521
Phone	(402) 441-7428			Contact	Ty Barger
Fax	(402) 441-6513				
Bid Number	14-184 Addendum 1	Department		Department	
Title	Annual Supply of Calcium Chloride for Street Maintenance	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	07/11/2014	Telephone	(402) 441-7428	Telephone	
Close Date	7/25/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company SCOTWOOD INDUSTRIES, INC.
 Address 12980 METCALF AVENUE
 SUITE 240
 OVERLAND PARK, KS 66213
 Contact Michelle Nations
 Department Liquid Division Mgr
 Building
 Floor/Room
 Telephone 1 (913) 8513500 220
 Fax 1 (913) 8513553
 Email biddesk@scotwoodindustries.com
 Submitted 7/22/2014 10:51:54 AM CT
 Total \$295,000.00

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	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	Purchase Order and Delivery Contact	The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Allie Mahoney amahoney@scotwoodindustries.com 800-844-2022
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	6-9 business days
6	Contact	Name of person submitting this bid:	Allie Mahoney
7	Level of Purity	Please provide the level of purity in your Calcium Chloride.	94
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	Electronic Signature	Please check here for your electronic signature.	Yes
11	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

Line Items

#	Qty	UOM	Description	Response
1	500	Ton	Calcium Chloride Pellets	\$590.00

Item Notes: No 50 lb. bags accepted, prefer Super Sack (which holds approx. 1 metric ton) High level of purity required with an attribute specifying your percentage. Product will be ordered all at once, looking at prior to September 1st Price shall include delivery. For the Street Maintenance Department

Supplier Notes:

Response Total: \$295,000.00



SCOTWOOD INDUSTRIES, INC.

12980 Metcalf Ave. STE 240
 Overland Park, Kansas 66213
 Phone: 800.844.2022
 Fax: 913.851.3377

PRODUCT SPECIFICATION AND MATERIAL SAFETY DATA SHEET
CALCIUM CHLORIDE ICE MELTING COMPOUND

FORMULA	DESCRIPTION	GRADE ("IM")
CaCl ₂	White, Granular Solid	Technical

CHEMICAL ANALYSIS			
		<u>Specification</u>	<u>Typical</u>
Calcium Chloride (CaCl ₂)		% 94 MIN	94.0
Alkali Chlorides (as NaCl)		% 5 MAX	4.0
Magnesium (as MgCl ₂)		% 0.02 MAX	0.01
Other impurities (except moisture)		% 0.20 MAX	0.10

PHYSICAL PROPERTIES	
Molecular Weight	110.99
Loose Bulk Density (lb/ft ³)	42-46
Tapped Bulk Density (lb/ft ³)	51-55

SCREEN ANALYSIS	
<u>Typical</u>	<u>Thru %</u>
U.S. Std. 6	92
U.S. Std. 12	12
U.S. Std. 20	1

PACKING
2000 lb totebags
* polyethylene bags on pallets, cardboard box, shrinkwrapped

PHYSICAL DATA	
Appearance and Odor:	White, Odorless Prills
Melting Point:	772° C
Boiling Point:	160° C
Vapor Pressure:	N.A.
Sol. in Water:	Very Soluble
Sp. Gravity:	2.2
% Volatile by Vol:	Non Volatile but Absorbs Moisture



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FIRE AND EXPLOSION INFORMATION

Flash Point:	Not Applicable
Flammable Limits:	LFL and UFL - Not Applicable
Extinguishing Media:	Non-Combustible
Spec. Fire Fighting Equip:	None
Fire Hazards:	None

HEALTH HAZARD DATA

Eye:	Severe irritation and moderate corneal injury.
Skin Contact:	Strong solutions or solids on moist skin may cause marked irritation, even burn. Mild irritation on dry skin.
Skin Absorption:	Not considered absorbable through the skin in toxic amounts.
Ingestion:	Low toxicity in single dose.
Inhalation:	Low toxicity. A concentration of 10 MG/M3 in breathable air has been suggested.

FIRST AID--IN ALL CASES CONSULT MEDICAL PERSONNEL

Eyes:	Immediately irrigate with flowing water continuously for fifteen minutes.
Skin:	Immediately flush skin with abundant water for at least fifteen minutes and remove contaminated clothes. Wash clothes before reuse. Destroy contaminated shoes. Consult a physician if irritation persists.
Ingestion:	Induce vomiting immediately by giving two glasses of water and sticking a finger down the throat. Call a physician.
Inhalation:	Remove to fresh air if ill effects occur. Consult medical personnel.

NOTES OF MEDICAL IMPORTANCE

Eyes:	Stain for evidence of corneal injury. If so, instill antibiotic steroid preparation frequently. Consult ophthalmologist.
Skin:	Treat as normal contact dermatitis. In case of burn, treat as thermal burn. Not considered absorbable in toxic amounts.
Respiratory:	May cause irritation.
Oral:	Low toxicity.

OTHER NOTES: *No specific antidote or treatment is used. Treatment based on judgement of physician. On the particular case consult standard literature.*



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REACTIVITY DATA

Hazardous Polymerization: Does not occur.
Stability: Hazardous Decomposition
Products:
Incompatibility: Metals corrode slowly in aqueous calcium chloride solutions. Aluminum and alloys and yellow brass will be attacked.
Other: Highly hygroscopic (absorbs moisture) gives off heat while dissolving.

SPILL OR LEAK PROCEDURES

Action to take after spills: No special action.
Disposal Method: Wash away with water in excess. It may be buried. Keep away from drinking water sources. Observe local, state and federal regulations.
Precautions: Spills should be swept up, returned to container or discarded. Because moisture is retained by spilled material, walking surfaces remain wet longer.

PROTECTIVE EQUIPMENT TO BE USED

Eye Protection: Eye fountain near work area. Normally safety glasses without side shields may be used. For severe exposure, use chemical workers goggles.
Respiratory Protection: Approved dust respirator if needed.
Protective Clothing: The body should be well covered by clean clothing. Depending upon the possible exposure, gloves, boots, and apron are recommended. Leather is damaged by calcium chloride.

SPECIAL PRECAUTIONS OR COMMENTS

Precautions: Eye contact should be avoided, also prolonged skin contact. Very high heat is developed when dissolving calcium chloride. Always use water at less than 27 degree C. temperature. Calcium chloride picks up moisture and forms a solution when exposure to the atmosphere.

CaCl₂ -- CAS # 010043-52-4

July 2013