

LOCAL GOVERNMENTAL ENTITIES
2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS
FOR TREATED/UNTREATED SODIUM CHLORIDE

These specifications, terms, and conditions apply to Other/Local Governmental Entities that are listed within this solicitation.
These specifications will not apply to INDOT locations or other State Agencies in this solicitation.

Other/Local Governmental Entities is defined as follows: an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.

I. SCOPE OF SERVICES

The material to be furnished shall consist of sodium chloride delivered at Contractor's expense to various Buyer facilities. This rock salt shall be used as a deicer for road maintenance. Sodium Chloride will be in accordance with the 2016 Indiana Department of Transportation Standard Specifications (Sections 913.03) and the Supplemental Specifications at bid due date and time, and all applicable rules and regulations at the federal, state and local levels.

II. SPECIFICATIONS

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps and free water.

A. Untreated Sodium Chloride

Sodium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, with a moisture content not exceeding two (2) percent.

1) Chemical Composition

Results of the purity test will be rounded to the nearest whole percentage point (0.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from ninety-four percent (94%) through ninety percent (90%) and \$2.00 (two dollars) per ton for each percentage point from eighty-nine percent (89%) through eight-five percent (85%). Material with purity less than eighty-four point five percent (84.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride
\$1.00 per Ton	94 – 90 %
\$2.00 per Ton	89 – 85 %
\$4.00 per Ton	Less than 84.5 %

2) Moisture

If the moisture content of Untreated Sodium Chloride exceeds two percent (2%), the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

$$\text{Weight to be paid for} = G \times (104-2(m)) / 100$$

G = Gross weight of material (wet)

m = Percent of moisture to the nearest 0.5 percent based on oven dry weight

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (9.5 mm)	95 - 100
No. 4 (4.75 mm)	20 - 90
No. 8 (2.36 mm)	10 - 60
No. 30 (0.60 mm)	0 - 15

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

Adjustment Points	Sieve Size				
	½in.	3/8in.	No.4	No.8	No.30
	12.5mm	9.5mm	4.75mm	2.36mm	0.60mm
For each 1.0% up to 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	2.0
For each 1.0% > 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	3.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

Where Buyers determine that a sample does not meet specifications in chemical composition, moisture, and/or gradation, the following shall be the method of determining the final price per ton:

- a) First, tons eligible for payment shall be calculated as noted above in *Section 2 – Moisture*.
- b) Second, a deduction, as specified above, will be made for gradation failure.
- c) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

B. Treated Sodium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% Sodium Chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

% sodium chloride = % apparent sodium chloride – (% magnesium chloride + % calcium chloride)

1) Chemical Composition

Results of the purity test will be rounded to the nearest whole percentage point (0.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from ninety-one percent (91%) through eighty-seven percent (87%) and \$2.00 (two dollars) per ton for each percentage point from eighty-six percent (86%) through eight-two percent (82%).

Material with purity less than eighty-one point five percent (81.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride
\$1.00 per Ton	91 – 87 %
\$2.00 per Ton	86 – 82 %
\$4.00 per Ton	Less than 81.5 %

2) Moisture

If the moisture content of Treated Sodium Chloride exceeds five and three tenths percent (5.3%), the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

Weight to be paid for = $G \times (104 - 2(m)) / 100$

G = Gross weight of material (wet)

m = Percent of moisture to the nearest 0.5 percent based on oven dry weight

3) Gradation

Percent passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (9.5 mm)	95 - 100
No. 4 (4.75 mm)	20 - 90
No. 8 (2.36 mm)	10 - 60
No. 30 (0.60 mm)	0 - 15

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

Adjustment Points		Sieve Size				
		½in.	3/8in.	No.4	No.8	No.30
		12.5mm	9.5mm	4.75mm	2.36mm	0.60mm
For each 1.0% up to 3.0% Out of Tolerance		1.0	1.0	1.0	1.0	2.0

For each 1.0% > 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	3.0
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Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

Where Buyers determine that a sample does not meet specifications in chemical composition, moisture, and/or gradation, the following shall be the method of determining the final price per ton:

- d) First, tons eligible for payment shall be calculated as noted above in *Section 2 – Moisture*.
- e) Second, a deduction, as specified above, will be made for gradation failure.
- f) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

C. **Testing Data**

Contractor shall submit testing data indicating that the liquid treatment product meets the following (Note: This applies to the liquid treatment only and not the final sodium chloride product):

Environmental

The product offered must comply with established limits set by federal, state and local laws and regulations with regard to the following components. In addition, the product must comply with any other environmental laws or regulations when used in the recommended application and at the manufacturer's recommended application rate. Contractor shall include the test methods and testing results for each of these components:

Phosphorus	yes	no	% mass	% volume
Cyanide	yes	no	% mass	% volume
Arsenic	yes	no	% mass	% volume
Copper	yes	no	% mass	% volume
Lead	yes	no	% mass	% volume
Mercury	yes	no	% mass	% volume
Chromium	yes	no	% mass	% volume
Cadmium	yes	no	% mass	% volume
Barium	yes	no	% mass	% volume
Selenium	yes	no	% mass	% volume
Zinc	yes	no	% mass	% volume

III. INSPECTION

All Sodium Chloride delivered will be visually inspected by Buyer at the time of delivery and samples may be tested for gradation, purity, and moisture content in accordance with Indiana Testing Method (ITM) 810. All materials being used are subject to inspection, test, or rejection at any time.

IV. REJECTION

Any material delivered which contains lumps, foreign matter, free water, or otherwise fails to conform to the requirements contained herein, shall be rejected. In the event the material has been dumped prior to rejection it shall be immediately reloaded or removed by the Contractor within forty-eight (48) hours of notification of rejection. Buyers shall not be responsible for either the cost of rejected material or the cost to dispose of rejected material not picked up by Contractor within forty-eight (48) hours of the rejection. Buyers reserve the right to offset those costs against any future payments to Contractor at a rate of \$10.00 per ton for each day the salt remains at the delivery site.

V. DELIVERY

All deliveries must be coordinated with the Ordering/Local Governmental Entity prior to delivery. No payments will be made for any load for which a delivery ticket, signed by a Buyer representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for accuracy of the delivery ticket weights. Buyers reserve the right to require any truck to go to the nearest available certified scales to verify load weights on the truck at no cost to the Buyer.

Vendor shall make deliveries in trucks with solid or waterproof tarps to various stockpile locations, as defined in Bid List.xls, for which it has received an Award of Contract. Delivery shall be completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, \$200.00 will be deducted from any money due the vendor, not as a penalty, but as liquidated damages Orders shall be placed by telephone during regular working hours to the office specified by the vendor. The vendor should provide a single telephone number for all orders made for each purchase order. The vendor shall provide order confirmation via e-mail or fax, so that each Entity can provide verification for each telephone order.

The Vendor will be responsible for any damage to the salt delivery areas/buildings resulting from improper piling of salt. Further, the Vendor may be required to move any material improperly stacked.

VI. BASIS OF PAYMENT

Payment for all Sodium Chloride shall be for the negotiated Contract per-ton-price (either untreated or treated), furnished and delivered to the various locations as designated. There shall be no other charges.

Delivered price is the price per ton of salt delivered to the specified local entities. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range of 120%. *Any additional tons needed beyond the maximum commitment range (120%) will be by mutual agreement of the parties, including the price thereof.*

Local Governmental Entities commit to purchase at least 80% of the total tonnage; quantity listed in Bid List.xls is 100%. Local Governmental Entities are individually-operated entities responsible for their individual quantities committed as listed in Bid List.xls. Respondents cannot bid on specific locals within an INDOT district; if respondent is awarded Local Governmental Entities' business for an INDOT district, the awarded vendor will hold supply up to 120% for each Local Governmental Entity listed in the INDOT district awarded.

VII. INVOICING

Request for payment on deliveries shall be made monthly for all materials furnished to the Buyer/Local Governmental Entity and all details surrounding the billing and payment shall be between the Local Governmental Entity and the Contractor.

In accordance with *Section II – SPECIFICATIONS* and *Section V – DELIVERY*, the Local Governmental Entities will notify the vendor(s) in writing no more than twice a month when liquidated damages for late deliveries or deductions for non-compliance with specifications are being assessed. The vendor(s) shall submit a credit memorandum to the Local Governmental Entity for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from the Local Governmental Entity.

Payment will be made following necessary testing and evaluation as described in the contract terms. The Entity shall complete necessary testing and evaluation within ten (10) calendar days after receipt; if the Entity fails to test and evaluate within this timeframe, payment shall at such time be authorized.

VIII. DEFINITIONS AND TERMS

For the purposes of this contract, calendar day and work day shall be defined as:

Calendar Day – Every day shown on the calendar.

Work Day – A calendar day, exclusive of Saturdays, Sundays and State recognized legal holidays.

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2016

(With Supplemental Specifications in affect at time of letting)

<http://www.in.gov/dot/div/contracts/standards/book/index.html>

SECTION 913 – MISCELLANEOUS

(913.03 Sodium Chloride. Sodium chloride shall be in accordance with AASTHO M 143). Rock salt shall be used for de-icing purposes. Either rock salt or evaporated salt may be used for stabilization.

IX. FAILURE TO MEET OBLIGATIONS

If the vendor is unable to meet its agreement obligations as set out in this invitation, the local governmental entity at its option, may purchase material from any other available source on the open market, may cancel the agreement or applicable portions thereof, and/or may award the portions so cancelled to another supplier. In the event the State is required to purchase the materials from another source as a result of the contracted vendor not being able to meet their commitment, any additional expenses in excess of the agreement price will be deducted from any money due the contracted vendor.