

COUNTY OF ERIE

DIVISION OF PURCHASE
95 FRANKLIN STREET
BUFFALO, NY 14202

Bid for Road Salt Materials and Sand for use
By Erie County Department of Public Works
Division of Highways

Submitted in accordance with New York State Specifications
For the period September 1, 2025 – August 31, 2026

BID #250130-004

COMPANY

PHONE

**Compass Minerals America
9900 W 109th St
Overland Park, KS 66210**

(800) 323-1641

**D&H Materials
11939 Rt. 98 South
Arcade, NY 14009**

(716) 492-4956

**Gernatt Asphalt Products, Inc.
PO Box 400
Collins, NY 14034**

(716) 532-3371

	Compass Minerals	
SALT PRICE PER TON	SPECIFIED SALT	
\$53.00 PER TON		
		DELIVERY CHARGE:
PLACE	# OF TONS	COST PER TON
ERIE COUNTY ALL FACILITIES	20,000	\$4.79
CITY OF BUFFALO	16,500	\$4.79
BUFFALO SEWER AUTHORITY	100	\$4.79
AKRON CENTRAL SCHOOL DISTRICT	70	\$4.79
VILLAGE OF AKRON	500	\$4.79
TOWN OF ALDEN	2,500	\$4.79
VILLAGE OF ALDEN	400	\$4.79
TOWN OF AMHERST	10,000	\$4.79
VILLAGE OF ANGOLA	500	\$4.79
TOWN OF AURORA	2,300	\$4.79
VILLAGE OF BLASDELL	360	\$4.79
TOWN OF BOSTON	2,200	\$4.79
TOWN OF BRANT	700	\$4.79
TOWN OF CHEEKTOWAGA	8,500	\$4.79
CHEEKTOWAGA-MARYVALE U.F.S.D	120	\$4.79
TOWN OF CLARENCE	3,000	\$4.79
TOWN OF COLDEN	1,000	\$4.79
TOWN OF COLLINS	1,900	\$4.79
TOWN OF CONCORD	1,500	\$4.79
VILLAGE OF DEPEW	1,300	\$4.79
VILLAGE OF EAST AURORA	700	\$4.79
TOWN OF EDEN	1,100	\$4.79
TOWN OF ELMA	3,500	\$4.79
ERIE COMMUNITY COLLEGE	300	\$4.79
ERIE COUNTY MEDICAL CENTER	600	\$4.79
ERIE COUNTY WATER AUTHORITY	80	\$4.79
TOWN OF EVANS	1100	\$4.79
VILLAGE OF GOWANDA	600	\$4.79
TOWN OF GRAND ISLAND	5,000	\$4.79
TOWN OF HAMBURG	6,500	\$4.79
VILLAGE OF HAMBURG	1000	\$4.79

TOWN OF HOLLAND	2100	\$4.79
KENMORE-TOWN OF TONAWANDA UFSD	700	\$4.79
VILLAGE OF JENOMRE	2300	\$4.79
CITY OF LACKAWANNA	1500	\$4.79
TOWN OF LANCASTER	3500	\$4.79
TOWN OF MARILLA	2200	\$4.79
TOWN OF NEWSTEAD	4000	\$4.79
NFTA 485 CAYUGA	25	\$4.79
NFTA BNIA MAINTENANCE	2500	\$4.79
NFTA COLD SPRING GARAGE	270	\$4.79
NFTA FRONTIER GARAGE	300	\$4.79
NFTA METRO RAIL & SHOP	400	\$4.79
NFTA BABCOCK GARAGE	270	\$4.79
TOWN OF NORTH COLLINS	600	\$4.79
TOWN OF ORCHARD PARK	5500	\$4.79
VILLAGE OF ORCHARD PARK	800	\$4.79
TOWN OF SARDINIA	1400	\$4.79
VILLAGE OF SLOAN	500	\$4.79
VILLAGE OF SPRINGVILLE	1100	\$4.79
CITY OF TONAWANDA	2000	\$4.79
TOWN OF TONAWANDA	7500	\$4.79
TOWN OF WALES	700	\$4.79
TOWN OF WEST SENECA	4000	\$4.79
VILLAGE OF WILLIAMSVILLE	900	\$4.79
ADD FOR NIGHT/SATURDAY DELIVERY CONO TONS AT \$0.00 PER TON		
ADD FOR SUNDAY/HOLIDAY DELIVERY CONO TONS AT \$0.00 PER TON		

BID NO:	250130-004	
BIDS FOR:	ROAD SALT MATERIALS	
BID DATE:		
SAND BID		
	<u>D&H</u>	<u>Gernatt</u>
SAND	TON	TON
SAND	5.45 fob Delevan	5.10 Chaffee
		6.25 Freedom
		8.10 Springville
		9.10 Gowanda
		8.15 South Dayton
SAND	16.89	18.70
SAND	27.55	18.95
SAND	15.30	16.70
SAND	15.30	16.45
SAND	15.30	14.80
SAND	14.32	13.80
SAND	12.15	11.80
SAND	9.37	9.10
SAND	9.68	9.35
SAND	12.25	11.85
SAND	17.10	20.70
SAND	17.10	20.70
SAND	14.58	18.45
SAND	14.58	18.45
SAND	15.92	20.95
SAND	11.45	11.10
SAND	14.58	14.15
SAND	15.98	18.45
SAND	14.58	16.30
SAND	11.18	10.80
SAND	14.06	13.55
SAND	15.30	18.70
SAND	15.45	16.20
SAND	15.45	16.20
SAND	17.00	19.45
SAND	11.00	10.60
SAND	12.25	11.85
SAND	11.25	10.85
SAND	15.00	19.20
SAND	12.67	12.35

SAND	13.80	13.30	TOWN OF EDEN
SAND	13.15	13.70	TOWN OF ELMA
SAND	16.20	19.70	ERIE COMMUNITY COLLEGE
SAND	15.70	18.70	ERIE COUNTY MEDICAL CENTER CORP
SAND	15.14	16.20	ERIE COUNTY WATER AUTHORITY
SAND	14.32	13.80	TOWN OF EVANS
SAND	12.25	11.85	VILLAGE OF GOWANDA
SAND	17.15	21.20	TOWN OF GRAND ISLAND
SAND	14.25	14.80	TOWN OF HAMBURG
SAND	13.70	14.80	VILLAGE OF HAMBURG
SAND	10.45	10.10	TOWN OF HOLLAND
SAND	16.45	20.20	KENMORE SCHOOL DISTRICT
SAND	17.15	20.20	VILLAGE OF KENMORE
SAND	15.00	14.15	CITY OF LACKAWANNA
SAND	15.00	16.70	TOWN OF LANCASTER
SAND	13.70	14.45	TOWN OF MARILLA
SAND	16.45	22.20	TOWN OF NEWSTEAD
SAND	13.40	12.95	TOWN OF NORTH COLLINS
SAND	13.70	14.30	TOWN OF ORCHARD PARK
SAND	13.70	14.30	VILLAGE OF ORCHARD PARK
SAND	9.68	9.35	TOWN OF SARDINIA
SAND	15.30	18.20	VILLAGE OF SLOAN
SAND	11.25	10.85	VILLAGE OF SPRINGVILLE
SAND	16.50	20.95	CITY OF TONAWANDA
SAND	16.50	20.95	TOWN OF TONAWANDA
SAND	12.40	13.20	TOWN OF WALES
SAND	14.11	16.70	TOWN OF WEST SENECA
SAND	15.70	19.70	VILLAGE OF WILLIAMSVILLE

Specification for Sand/Salt Pre Mix Abrasives (Delivered)
Continued

All requirements shall meet the approval of the Deputy Commissioner of Highways or his Designee.

Ratio Sand to Salt

Price per ton bulk	1 to 1	\$ <u>47.00</u>
Price per ton bulk	2 to 1	\$ <u>35.50</u>
Price per ton bulk	3 to 1	\$ <u>29.80</u>
Price per ton bulk	4 to 1	\$ <u>26.30</u>
Price per ton bulk	5 to 1	\$ <u>24.00</u>

Price per ton FOB delivered to:

<u>DPW Highway Locations</u>	<u>1 to 1</u>	<u>1 to 2</u>	<u>1 to 3</u>	<u>1 to 4</u>	<u>1 to 5</u>
Clarence	\$ <u>61.20</u>	\$ <u>49.70</u>	\$ <u>44.00</u>	\$ <u>40.50</u>	\$ <u>38.20</u>
Tonawanda	\$ <u>60.15</u>	\$ <u>48.65</u>	\$ <u>42.95</u>	\$ <u>39.45</u>	\$ <u>37.15</u>
Lancaster	\$ <u>59.60</u>	\$ <u>48.10</u>	\$ <u>42.40</u>	\$ <u>38.90</u>	\$ <u>36.60</u>
Harlem	\$ <u>59.35</u>	\$ <u>47.85</u>	\$ <u>42.15</u>	\$ <u>38.65</u>	\$ <u>36.35</u>
Hamburg	\$ <u>55.15</u>	\$ <u>43.65</u>	\$ <u>37.95</u>	\$ <u>34.45</u>	\$ <u>32.15</u>
Angola	\$ <u>57.45</u>	\$ <u>45.95</u>	\$ <u>40.25</u>	\$ <u>36.75</u>	\$ <u>34.45</u>
Aurora	\$ <u>54.45</u>	\$ <u>42.95</u>	\$ <u>37.25</u>	\$ <u>33.75</u>	\$ <u>31.45</u>
Protection	\$ <u>53.95</u>	\$ <u>42.45</u>	\$ <u>36.75</u>	\$ <u>33.25</u>	\$ <u>30.95</u>
East Concord	\$ <u>51.25</u>	\$ <u>39.75</u>	\$ <u>34.05</u>	\$ <u>30.55</u>	\$ <u>28.25</u>
Collins	\$ <u>53.65</u>	\$ <u>42.15</u>	\$ <u>36.45</u>	\$ <u>32.95</u>	\$ <u>30.65</u>

Ratio Sand to Salt
Continued

Price per ton FOB delivered to:

<u>City, Village & Town Locations:</u>	<u>1 to 1</u>	<u>1 to 2</u>	<u>1 to 3</u>	<u>1 to 4</u>	<u>1 to 5</u>
Akron Central Schools	\$ <u>63.¹⁵</u>	\$ <u>51.⁶⁵</u>	\$ <u>45.⁹⁵</u>	\$ <u>42.⁴⁵</u>	\$ <u>40.¹⁵</u>
Village of Akron	\$ <u>63.¹⁵</u>	\$ <u>51.⁶⁵</u>	\$ <u>45.⁹⁵</u>	\$ <u>42.⁴⁵</u>	\$ <u>40.¹⁵</u>
Town of Alden	\$ <u>62.⁰⁵</u>	\$ <u>50.⁵⁵</u>	\$ <u>44.⁸⁵</u>	\$ <u>41.³⁵</u>	\$ <u>39.⁰⁵</u>
Village of Alden	\$ <u>62.⁰⁵</u>	\$ <u>50.⁵⁵</u>	\$ <u>44.⁸⁵</u>	\$ <u>41.³⁵</u>	\$ <u>39.⁰⁵</u>
Town of Amherst	\$ <u>60.⁴⁵</u>	\$ <u>48.⁹⁵</u>	\$ <u>43.²⁵</u>	\$ <u>39.⁷⁵</u>	\$ <u>37.⁴⁵</u>
Town of Aurora	\$ <u>56.⁹⁵</u>	\$ <u>45.⁴⁵</u>	\$ <u>39.⁷⁵</u>	\$ <u>36.²⁵</u>	\$ <u>33.⁹⁵</u>
Village of Blasdell	\$ <u>56.⁶⁵</u>	\$ <u>45.¹⁵</u>	\$ <u>39.⁴⁵</u>	\$ <u>35.⁹⁵</u>	\$ <u>33.⁶⁵</u>
City of Buffalo	\$ <u>58.²⁵</u>	\$ <u>46.⁷⁵</u>	\$ <u>41.⁰⁵</u>	\$ <u>37.⁵⁵</u>	\$ <u>35.²⁵</u>
BOCES Cheektowaga	\$ <u>59.³⁵</u>	\$ <u>47.⁸⁵</u>	\$ <u>42.¹⁵</u>	\$ <u>38.⁶⁵</u>	\$ <u>36.³⁵</u>
BOCES Orchard Park	\$ <u>55.¹⁵</u>	\$ <u>44.⁰⁵</u>	\$ <u>38.³⁵</u>	\$ <u>34.⁸⁵</u>	\$ <u>32.⁵⁵</u>
Town of Boston	\$ <u>53.⁴⁰</u>	\$ <u>41.⁹⁰</u>	\$ <u>36.²⁰</u>	\$ <u>32.⁷⁰</u>	\$ <u>30.⁴⁰</u>
Town of Brant	\$ <u>57.¹⁵</u>	\$ <u>45.⁶⁵</u>	\$ <u>39.⁹⁵</u>	\$ <u>36.⁴⁵</u>	\$ <u>34.¹⁵</u>
City of Buffalo	\$ <u>58.²⁵</u>	\$ <u>46.⁷⁵</u>	\$ <u>41.⁰⁵</u>	\$ <u>37.⁵⁵</u>	\$ <u>35.²⁵</u>
Town of Cheektowaga	\$ <u>59.³⁵</u>	\$ <u>47.⁸⁵</u>	\$ <u>42.¹⁵</u>	\$ <u>38.⁶⁵</u>	\$ <u>36.³⁵</u>
Town of Clarence	\$ <u>61.²⁵</u>	\$ <u>49.⁷⁵</u>	\$ <u>44.⁰⁵</u>	\$ <u>40.⁵⁵</u>	\$ <u>38.²⁵</u>
Cheektowaga- Maryvale U.F.S.D.	\$ <u>59.³⁵</u>	\$ <u>47.⁸⁵</u>	\$ <u>42.¹⁵</u>	\$ <u>38.⁶⁵</u>	\$ <u>36.³⁵</u>
Town of Colden	\$ <u>52.⁶⁰</u>	\$ <u>41.¹⁰</u>	\$ <u>35.⁴⁰</u>	\$ <u>31.⁹⁰</u>	\$ <u>29.⁶⁰</u>
Town of Collins	\$ <u>54.²⁰</u>	\$ <u>42.⁷⁰</u>	\$ <u>37.⁰⁰</u>	\$ <u>33.⁵⁰</u>	\$ <u>31.²⁰</u>
Town of Concord	\$ <u>50.⁷⁰</u>	\$ <u>39.²⁰</u>	\$ <u>33.⁵⁰</u>	\$ <u>30.⁰⁰</u>	\$ <u>27.⁷⁰</u>

Ratio Sand to Salt
Continued

Price per ton FOB delivered to:

<u>City, Village & Town Locations:</u>	<u>1 to 1</u>	<u>1 to 2</u>	<u>1 to 3</u>	<u>1 to 4</u>	<u>1 to 5</u>
Village of Depew	\$ <u>60.15</u>	\$ <u>48.65</u>	\$ <u>42.95</u>	\$ <u>39.45</u>	\$ <u>37.15</u>
Village of East Aurora	\$ <u>56.90</u>	\$ <u>45.40</u>	\$ <u>39.70</u>	\$ <u>36.20</u>	\$ <u>33.90</u>
Town of Eden	\$ <u>56.90</u>	\$ <u>45.40</u>	\$ <u>39.70</u>	\$ <u>36.20</u>	\$ <u>33.90</u>
Town of Elma	\$ <u>58.00</u>	\$ <u>46.50</u>	\$ <u>40.80</u>	\$ <u>37.30</u>	\$ <u>35.00</u>
Erie Community College	\$ <u>60.45</u>	\$ <u>48.95</u>	\$ <u>43.25</u>	\$ <u>39.75</u>	\$ <u>37.45</u>
Erie County Medical Center Corp.	\$ <u>58.25</u>	\$ <u>46.75</u>	\$ <u>41.05</u>	\$ <u>37.55</u>	\$ <u>35.25</u>
Erie County Water Authority	\$ <u>59.35</u>	\$ <u>47.85</u>	\$ <u>42.15</u>	\$ <u>38.65</u>	\$ <u>36.35</u>
Town of Evans	\$ <u>57.45</u>	\$ <u>45.95</u>	\$ <u>40.25</u>	\$ <u>36.75</u>	\$ <u>34.45</u>
Village of Gowanda	\$ <u>54.20</u>	\$ <u>42.70</u>	\$ <u>37.00</u>	\$ <u>33.50</u>	\$ <u>31.20</u>
Town of Grand Island	\$ <u>63.90</u>	\$ <u>52.40</u>	\$ <u>46.70</u>	\$ <u>43.20</u>	\$ <u>40.90</u>
Town of Hamburg	\$ <u>55.30</u>	\$ <u>43.80</u>	\$ <u>38.10</u>	\$ <u>34.60</u>	\$ <u>32.30</u>
Village of Hamburg	\$ <u>55.30</u>	\$ <u>43.80</u>	\$ <u>38.10</u>	\$ <u>34.60</u>	\$ <u>32.30</u>
Town of Holland	\$ <u>54.75</u>	\$ <u>43.25</u>	\$ <u>37.55</u>	\$ <u>34.05</u>	\$ <u>31.75</u>
Kenmore School District	\$ <u>61.20</u>	\$ <u>49.70</u>	\$ <u>44.00</u>	\$ <u>40.50</u>	\$ <u>38.20</u>
Village of Kenmore	\$ <u>61.20</u>	\$ <u>49.70</u>	\$ <u>44.00</u>	\$ <u>40.50</u>	\$ <u>38.20</u>
City of Lackawanna	\$ <u>56.65</u>	\$ <u>45.15</u>	\$ <u>39.45</u>	\$ <u>35.95</u>	\$ <u>33.65</u>
Town of Lancaster	\$ <u>60.60</u>	\$ <u>49.10</u>	\$ <u>43.40</u>	\$ <u>39.90</u>	\$ <u>37.60</u>
Town of Marilla	\$ <u>58.55</u>	\$ <u>47.05</u>	\$ <u>41.35</u>	\$ <u>37.85</u>	\$ <u>35.55</u>

Gernatt Asphalt Products, Inc. (716) 532-3371
 PO Box 400
 Collins, NY 14034

Ratio Sand to Salt
Continued

Price per ton FOB delivered to:

<u>City, Village & Town Locations:</u>	<u>1 to 1</u>	<u>1 to 2</u>	<u>1 to 3</u>	<u>1 to 4</u>	<u>1 to 5</u>
Town of Newstead	\$ <u>63.40</u>	\$ <u>51.90</u>	\$ <u>46.20</u>	\$ <u>42.70</u>	\$ <u>40.40</u>
Town of North Collins	\$ <u>54.75</u>	\$ <u>43.25</u>	\$ <u>37.55</u>	\$ <u>34.05</u>	\$ <u>31.75</u>
Town of Orchard Park	\$ <u>55.55</u>	\$ <u>44.05</u>	\$ <u>38.35</u>	\$ <u>34.85</u>	\$ <u>32.55</u>
Village of Orchard Park	\$ <u>55.55</u>	\$ <u>44.05</u>	\$ <u>38.35</u>	\$ <u>34.85</u>	\$ <u>32.55</u>
Town of Sardinia	\$ <u>52.05</u>	\$ <u>40.55</u>	\$ <u>34.85</u>	\$ <u>31.35</u>	\$ <u>29.05</u>
Village of Sloan	\$ <u>59.35</u>	\$ <u>47.85</u>	\$ <u>42.15</u>	\$ <u>38.65</u>	\$ <u>36.35</u>
Village of Springville	\$ <u>51.25</u>	\$ <u>39.75</u>	\$ <u>34.05</u>	\$ <u>30.55</u>	\$ <u>28.25</u>
City of Tonawanda	\$ <u>60.15</u>	\$ <u>48.65</u>	\$ <u>42.95</u>	\$ <u>39.45</u>	\$ <u>37.15</u>
Town of Tonawanda	\$ <u>60.15</u>	\$ <u>48.65</u>	\$ <u>42.95</u>	\$ <u>39.45</u>	\$ <u>37.15</u>
Town of Wales	\$ <u>57.45</u>	\$ <u>45.95</u>	\$ <u>40.25</u>	\$ <u>36.75</u>	\$ <u>34.45</u>
Town of West Seneca	\$ <u>58.00</u>	\$ <u>46.50</u>	\$ <u>40.80</u>	\$ <u>37.30</u>	\$ <u>35.00</u>
Village of Williamsville	\$ <u>60.45</u>	\$ <u>48.95</u>	\$ <u>43.25</u>	\$ <u>39.75</u>	\$ <u>37.45</u>

Location of Plant or Storage Point 13650 BENZ DR, SPRINGVILLE NY

Delivery must be made within **Twenty Four (24) hours** or when needed from date of purchase order.

Notice to Bidders

**Specifications and Proposal Form Covering
Road Salt, Sand and Sand-Salt Mix
Required by the
Erie County Department of Public Works
For the period
Beginning September 1, 2025
And Ending August 31, 2026**

1. The purpose of the attached specifications is to describe the above-mentioned materials by physical and chemical requirements
2. **Bids** are solicited on various materials as shown by attached specifications and proposal form.
3. **Purchase Orders** will be issued to the lowest responsible bidder after due consideration has been given to the point of delivery, the location of the site to which material will be hauled.
4. The **Purchaser** reserves the right to reject any or all bids, or to accept, either in whole or in part, any one bid or combination of bids.
5. No quantities are given. **Quotations** on all items shall be requirements to August 31, 2026.
6. All references to **New York State** refer to the latest **Public Works** specifications and any revisions.
7. The bid shall be signed by the bidder in the proper place on the last page of this Proposal.
8. In submitting this bid, the bidder declares that he is, or they are, the only person or persons interested in the said bid, that it is made without any connection with any person making another bid for the same materials, that the bid is in all respects fair and without collusion, fraud or mental reservation and that no officer or employee of the **County** is directly or indirectly interested in said bid or in the supplies, or in any portion of the profits thereof.
9. No bid for materials, or supplies may be accepted from the contracts, therefore, awarded to any person who is in arrears to Erie County, upon debt or contract or who has defaulted as surety or otherwise upon a contract or obligation to the county.

“The Bidder hereby agrees to the provisions of Section **103-a, 103-b, and 103d**, being part of **Chapter 605 of the laws of 1959** of the **General Municipal Law** which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

10. (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal and
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid, and
- (c) Every contract hereafter made or awarded by a municipal corporation or any public department, agency or official thereof or by a fire district or any agency or official thereof, pursuant to bid for work services performed or to be performed or goods sold or to be performed or goods sold or to be sold, shall contain the following statement by the bidder, under penalty that:
- (a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) The content of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening bid"

Specified Quantity Salt Bid

Erie County hereby requests bids on the furnishing and delivery of Sodium Chloride Salt for ice control. The County and participating municipalities listed below agree to purchase the specified amounts listed below in bulk form.

Specification:

Salt shall be not less than 95% sodium chloride as determined by ASTM-D-632. The salt when tested, using sieves as described in ASTM-C-136 (*1), shall conform to the following requirements for particle size distribution:

Sieve Size	Per Cent Passing (*2)
½"	100
3/8"	95-100
No.4	20-90
No.8	10-60
No.30	0-15

(*1) A drying temperature of 110 degrees C +/- 5 degrees C should be used.

(*2) Tolerance of +/- 5% on each sieve except ½" and 3/8" sizes on which no tolerance will be allowed.

Moisture content upon delivery shall not exceed 1.5% when determined as follows

$$\% \text{ Moisture} = (W1 - W2) / W1 \times 100$$

W1 = Initial weight of sample

W2 = weight of sample after drying to a constant weight at 100 degrees C +/- 5 degrees C

Every opportunity and assistance shall be provided to Erie County and the participating municipalities to sample for testing the material at the plant or storage area. Erie County and the participating municipalities shall also have the right to have tests performed on any sample delivered to the municipal storage area.

Sodium Chloride Salt shall be rejected if it fails to conform to any of the requirements of these specifications or if it is caked or sticky in the trucks upon delivery and inspection. All rejected product shall be removed from the location within 24 hours of notification and no charge made for the amount delivered that was rejected. At the discretion of Erie County and the participating municipalities, a negotiated price may be implemented in lieu of replacement of failed material. The successful bidder will also be responsible for payment of all testing fees if the sample is found not to meet the requirements of the specification. No fee to the successful bidder will be incurred if the sample passes the requirements of the specification.

Salt shall be treated with an anti-caking agent at the rate of 0.1 to 0.2 lbs. / ton. Potential vendors shall submit information with their bid on the proposed anti-caking agent. The planned quantity, test for the presence, solubility, photodecomposition and potential damage to the environment shall be included. Prior to acceptance of the bid proposal, a visual inspection of the company's facility to examine the process of treating with anti-caking agent will be made. Should the apparent low bidder not be able to provide the anti-caking agent requirement described herein, this will be a cause for rejection of

the bid. Further, at any time as deemed necessary by Erie County or a participating municipality, a visual inspection of the facility to ensure the anti-caking agent is being added will be made.

Quantities:

The quantity specified by each municipality represents 100% of their requirement for the season. The season is September 1, 2025 through August 31, 2026. The municipal participants in this purchase agreement are obligated and guarantee to purchase only 70% of their specified quantity. The successful vendor is obligated and guarantees to furnish and deliver up to 130% of the named quantity.

If the total quantity ordered exceeds the participating municipality's estimated annual tonnage by 130% during the initial term of the contract, the successful bidder shall still continue to stock and sell Sodium Chloride Salt to the participating municipality. The successful bidder, however, may request in writing a price adjustment for future deliveries based on incremental out-of-pocket expenses incurred by the successful bidder. If a price adjustment is to be requested, the successful bidder shall issue written notice to the participating municipality within 24 hours after the municipality reaches 120% of its estimated tonnage. Any increase in price will apply only to that portion of an order that exceeds the 130% percent of the estimated tonnage. The successful bidder shall provide complete documentation to justify the increase. Only one such price increase shall be allowed and it shall be uniform for all members of this bid.

<u>Municipality</u>	<u>Quantity (Tons)</u>
Erie County (all delivery points throughout the county)	20,000
City of Buffalo	16,500
Buffalo Sewer Authority	100
Akron Central Schools	70
Village of Akron	500
Town of Alden	2,500
Village of Alden	400
Town of Amherst	10,000
Village of Angola	500
Town of Aurora	2,300
Village of Blasdell	360
Town of Boston	2,200
Town of Brant	700
Town of Cheektowaga	8,500
Cheektowaga-Maryvale U.F.School District	120
Town of Clarence	3,000
Town of Colden	1,000
Town of Collins	1,900
Town of Concord	1,500
Village of Depew	1,300
Village of East Aurora	700
Town of Eden	1,100
Town of Elma	3,500
Erie Community College	300

Erie County Medical Center Corp.	600
Erie County Water Authority	80
Town of Evans	1,100
Village of Gowanda	600
Town of Grand Island	5,000
Town of Hamburg	6,500
Village of Hamburg	1,000
Town of Holland	2,100
Kenmore-Town of Tonawanda U.F. School District	700
Village of Kenmore	2,300
City of Lackawanna	1,500
Town of Lancaster	3,500
Town of Marilla	2,200
Town of Newstead	4,000
NFTA 485 Cayuga	25
NFTA BNIA Maintenance	2,500
NFTA Cold Springs Garage	270
NFTA Frontier Garage	300
NFTA Babcock Garage	270
NFTA Metro Rail & Shop	400
Town of North Collins	600
Town of Orchard Park	5,500
Village of Orchard Park	800
Town of Sardinia	1,400
Village of Sloan	500
Village of Springville	1,100
City of Tonawanda	2,000
Town of Tonawanda	7,500
Tonawanda City Schools	60
Town of Wales	700
Town of West Seneca	4,000
Village of Williamsville	900
Total	139,055 Tons

Deliveries:

Municipal participants herein referred to as purchasers agree to order salt at least forty-eight (48) hours before it is required. The successful vendor agrees to begin delivery of salt within two (2) business days of ordering and complete the order within three (3) business days. In cases where the ordered quantity exceeds 1,000 tons, delivery must be completed within four (4) business days. In the event that a purchaser orders night or weekend deliveries contingent unit prices contained in the proposal shall apply. Salt and delivery prices shall remain firm throughout the life of agreement and until such time that contractual quantity of salt is delivered. Orders placed after 2:00 PM will be considered as placed the next business day.

Liquidated damages of \$1.00 per ton per day will be assessed by a participating municipality on the outstanding tonnage not delivered within the timeframe required by these specifications. Liquidated damages will be imposed on the first day following

the required delivery day and may be applied each calendar day that a balance is outstanding thereafter. Any calculated liquidated damages may be deducted from invoices outstanding at the time but such deductions must be accompanied by a written explanation detailing the calculations of the liquidated damages deducted.

Note: Vendor must stipulate that trucker calls purchaser 24 hours in advance of delivery.

Storage:

In the event the purchaser cannot accept deliveries the vendor shall store salt until released. This event automatically extends the life of this contract until deliveries are completed.

Payment:

The purchaser shall make payment within thirty (30) days of receipt of a correct invoice. In the event the purchaser cannot accept deliveries payment shall be made for the pro-rata share of the specified quantity of salt, subject to the 80% guarantee. The pro-rata share shall be based on a five-month delivery schedule from November through March. Payment of transportation costs, named in the proposal shall be made within thirty (30) days of the acceptance of delivery.

Fuel Price Adjustment:

A fuel price adjustment may be made to contract pricing in accordance with the procedure outlined in the New York State Office of General Services contract award for Group 01800 Road Salt.

Specification for Sand/Salt Pre Mix Abrasives (Delivered)

Scope

This specification covers the material requirements for premixed abrasives used to control snow and ice on pavements.

Material Requirements:

1. **Abrasives:** The material for abrasives shall be either natural sand, manufactured sand or stone screenings, meeting New York State Department of Transportation specifications. Section 703-01 Fine Aggregate.
2. **Salt:** Salt to be added to the mix shall be Sodium Chloride type "A" crushed rock salt that is used for removal of snow and ice. It shall not be less than 97% Sodium Chloride.

Sampling:

Sampling shall be performed by Erie County Division of Highway Personnel at the point where the material is blended to the required mix ratio. The mixing process to consist of a system whereby each ingredient to be mixed is weighted by the use of certified sealed scales. Sampling shall be a minimum of two samples per approved stockpile.

Gradation:

<u>Abrasives</u>		<u>Salt</u>	
<u>Sieve</u>	<u>% Passing</u>	<u>Sieve</u>	<u>% Passing</u>
3/8	100%	3/8	100%
# 4	80 – 100	1/4	95 – 100
# 50	0 – 25	# 4	20 – 90
# 200	0 – 5	# 8	10 – 60

30

0-10

Note: The percent passing shall be based on weight determined by dry sieving a sample of dry abrasive material that had the 200 materials removed by wet washing

Acceptance:

The acceptance of the abrasive material shall be based on the condition that the material meets the specification requirements.