

**Merrimack Valley Planning Commission
2024-25 Essex County Cooperative Road Salt
Bid**

This agreement is made and entered into this 17th day of October, 2024 by and between the MERRIMACK VALLEY PLANNING COMMISSION ("the MVPC"), a corporate public body and existing under the laws of the Commonwealth of Massachusetts, and Eastern Minerals Inc., a corporation duly organized and existing under the laws of the Commonwealth/or as a D/B/A duly registered at: 134 Middle Street, Ste 210, Lowell, MA 01852 ("The CONTRACTOR").

ARTICLE I. DEFINITION: "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the Invitation for Bid documents," which include without limitation, the instructions to CONTRACTOR, the Contractor's qualifications or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR'S proposal or proposal.

ARTICLE II. DURATION. The term of the Contract will cover one (1) year from November 1, 2024, and expire on October 31, 2025.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver Road Salt (Road Salt, Solar Salt) to the Municipalities, listed in the 2024-25 Essex County Road Salt Invitation to Bid (IFB) documents of October 11, 2024 (bid opening date).

ESTIMATED TOTAL CONTRACT VALUE: \$3,313,855.00 U.S. Dollars. See Attached Appendix B- Bid Pricing Sheet.

ARTICLE IV. PAYMENT. The MUNICIPALITY agrees to pay for each delivery of Road Salt to the CONTRACTOR the sum set forth in the CONTRACTOR'S bid.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the MVPC / MUNICIPALITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the MVPC / MUNICIPALITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The MVPC may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the MVPC / MUNICIPALITY. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the MVPC / MUNICIPALITY may keep for its own the whole or any part of the amount for expenses, losses, and damages, incurred by the MVPC / MUNICIPALITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission, or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. FORCE MAJEURE. No party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section provided by that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

ARTICLE VIII. INSURANCE. The CONTRACTOR must provide the MVPC with a certificate of insurance coverage per the terms of the IFB prior to contract execution.

ARTICLE IX. CONFLICT. In the event there is a conflict between these Articles and the IFB documents, the IFB documents shall supersede these Articles.

ARTICLE X. INSPECTION AND REPORTS. The MUNICIPALITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the MUNICIPALITY. Whenever requested, CONTRACTOR shall immediately furnish to the MUNICIPALITY full and complete written reports of his operation under this Contract in such detail and with such information as the MUNICIPALITY may request.

ARTICLE XI. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

ARTICLE XII. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

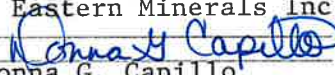
ARTICLE XIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

ARTICLE XIV. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The MVPC may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.

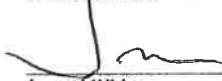
ARTICLE XV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract, or transfer any interest in THIS CONTRACT without prior written consent of the MVPC. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

FOR THE CONTRACTOR

Eastern Minerals Inc.

Donna G. Capillo
Assistant Corporate Secretary

MERRIMACK VALLEY PLANNING COMMISSION:


Jerrard Whitten
Executive Director

**Appendix B - Bid Pricing Sheet
2024-25 Essex County Cooperative Rock Salt Bid**

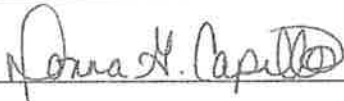
Commodity	Unit of Measure	Estimated Quantity	Unit Price (Delivered)	Unit Price (Picked Up)
Rock Salt	Ton	58,400	\$56.63	\$56.63
Solar Salt	Ton	100	\$66.63	\$66.63

***PLEASE NOTE: The 2% discount does not apply to our bid ***

This IFB includes addenda numbered NONE

Bidder Eastern Minerals Inc.

Address 134 Middle Street, Ste 210
Lowell MA 01852

Signature of Company Official 

Printed Name of Company Official Donna G. Capillo

Title of Company Official Assistant Corporate Secretary

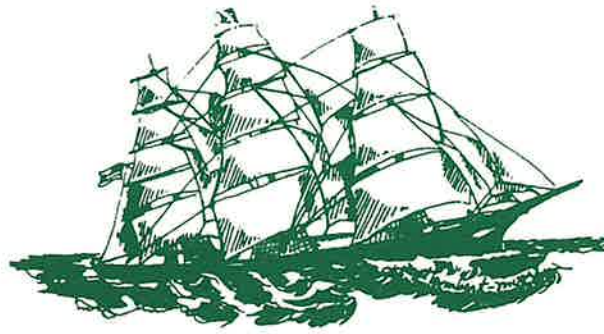
Phone 978-458-6420

E-Mail info@easternminerals.com

Date October 8, 2024

OFFICE:
134 Middle Street, Suite 210
Lowell, MA 01852
Phone: 978 ▪ 458-6420
Fax: 978 ▪ 251-8244

PLANT:
99 Marginal Street
Chelsea, MA 02150
Phone: 617 ▪ 884-0027



Eastern Minerals, Inc.

May 3, 2024

MINUTES OF SPECIAL MEETING OF DIRECTORS.

The Sole Director of Eastern Minerals, Inc. held its annual meeting on May 3, 2024 at 134 Middle St, Suite 210, Lowell, Massachusetts 01852.

The meeting commenced at 12:00 P.M. on said date. Present at the meeting was the President, Shelagh E. Mahoney, Vice President, Teresa A. Kelly and Assistant Secretary, Donna G. Capillo.

Motion was made by Shelagh E. Mahoney that Shelagh E. Mahoney, Teresa A. Kelly and Donna G. Capillo have the authority to sign and execute all bids and contracts on behalf of Eastern Minerals, Inc. This motion was passed without objection.

Meeting adjourned at 12:10 P.M.

A TRUE COPY ATTEST: 
Donna G. Capillo, Assistant Corporate Secretary

Subscribed and sworn to before me
this 17th day of October 2024

 (Notary Seal)
Notary Public **KAREN GIRARD MURPHY**
Notary Public
Commonwealth of Massachusetts
My Commission Expires February 14, 2025



EASTMIN-01

JNORMANDIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2024

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 have **ADDITIONAL INSURED** provisions or 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 License # 1780862 HUB International New England 300 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Jacqueline Normandin	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: jacqueline.normandin@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Casualty and Surety Company		19038
INSURER B : Manufacturers Alliance Insurance Company		36897
INSURER C : Navigators Insurance Company		42307
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Eastern Salt Company, Inc. et.al
 134 Middle Street
 Lowell, MA 01852

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: BI PD Deductible \$5,000	X		ZOL-61M64165-24-ND	8/15/2024	8/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EE BENEFITS AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3N649994-24-43-G	8/15/2024	8/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			ZOB-41M63081-24-ND	8/15/2024	8/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2024010900712Y	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Bumbershoot			NY24LIAZ0EZ7801	8/15/2024	8/15/2025	Occurrence & Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSUREDS (Continued):

Eastern Minerals, Inc.,
 Atlantic Salt Inc.
 Regal Estates, LLC
 Shepagan, Inc.
 Rock Chapel Marine, LLC
 Seagull's Auto Salvage, Inc.
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Merrimack Valley Planning Commission
 160 Main Street
 Haverhill, MA 01830

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



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England		License # 1780862	NAMED INSURED Eastern Salt Company, Inc. et.al 134 Middle Street Lowell, MA 01852
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:

- Mahoney Marine Terminal, LLC
- Creekside Parking, Inc.
- Granite State Minerals, Inc.
- Oceanport, LLC
- OSLO Shipping, LLC
- 201 Rover Street, LLC
- Rollins Farm River Terminal, LLC
- 257 Chelsea Creek, LLC
- 15 Kill Van Kull, LLC

Merrimack Valley Planning Commission is included as additional insured, per policy provisions, if requirement is contained in written contract with the named insured and executed prior to a loss/claim/incident.

COOPERATIVE INVITATION FOR BID
Highway Salt, Various Types

The Merrimack Valley Planning Commission (MVPC) has assumed the procurement lead for a cooperative bid from qualified firms for Road Salt to include Rock Salt and Solar Salt on behalf of municipalities within Essex County. Sealed bids are requested from qualified firms for the following communities that are eligible to participate in this cooperative bid: Amesbury; Boxford; Essex, Georgetown; Gloucester, Groveland; Hamilton, Haverhill, Ipswich, Manchester by the Sea, Merrimac; Methuen; Middleton, Newbury; Newburyport; North Andover; Rockport, Rowley; Salisbury; Topsfield, Wenham, and West Newbury.

The Bid may be downloaded from the MVPC website: www.mvpc.org, or on COMM-BUYS, www.commbuys.com.

Bids are due by 12:00 pm., Friday, October 11, 2024, at which time they will be publicly opened and read.

Questions concerning this bid must be submitted via email to: Jonah Williams, jwilliams@mvpc.org, or call 978-374-0519 x24.

The MVPC reserves the right to reject any or all bids.

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Eastern Minerals, Inc.

134 Middle Street, Suite 210, Lowell, Massachusetts 01852

_____ as Principal, hereinafter called the Principal,

and the The Ohio Casualty Insurance Comapny,

of 175 Berkeley Street, Boston, MA 02116, a corporation duly organized under

the laws of the State of Massachusetts, as Surety, hereinafter called the Surety, are held and firmly bound unto

Merrimack Valley Planning Commission, 160 Main Street, Haverhill, MA 01830 as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Provide Road Salt for the 2024-2025 Winter Season

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of October, 2024

Karen Girard
Karen Girard Witness

Eastern Minerals, Inc. (Seal)
Principal
{ Donna G. Capillo
Donna G. Capillo, Asst. Corp. Secretary Title

Cub 412
_____ Witness

The Ohio Casualty Insurance Comapny
By Ellen J. Young Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211758-969079

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina D. Hickey; Donna M. Robie; Ellen J. Young; Frank J. Smith; Tara L. Clifford

all of the city of Natick state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of April, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of October, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Merrimack Valley Planning Commission

Invitation for Bid

2024-25 Essex County Cooperative Road Salt Bid

Bid Due Date:

Friday, October 11, 2024, 12:00 P.M.

**Merrimack Valley Planning Commission
160 Main Street
Haverhill, MA 01830**

Telephone: (978) 374 - 0519

**Merrimack Valley Planning Commission
150 Main Street
Haverhill, MA 01830-5875**

2024-25 Essex County Cooperative Road Salt Bid

I. General Information and Bid Submission Requirements

- A. The Merrimack Valley Planning Commission (MVPC) has assumed the procurement lead for a cooperative road salt bid on behalf of municipalities within Essex County. Sealed bids are requested by the Commission (MVPC) from qualified firms for the following communities that are eligible to participate in this bid: Amesbury; Boxford; Essex, Georgetown; Gloucester, Groveland; Hamilton, Haverhill, Ipswich, Manchester by the Sea, Merrimac; Methuen; Middleton, Newbury; Newburyport; North Andover; Rockport, Rowley; Salisbury; Topsfield, Wenham, and West Newbury (“Municipalities”). Envelopes containing sealed bids will be accepted at the Merrimack Valley Planning Commission, 160 Main Street, Haverhill, Massachusetts 01830 until the time indicated.
- B. Bids are due by 12:00 p.m., Friday, October 11, 2024, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "2024-25 Essex County Cooperative Road Salt". Bids will be available for public inspection five (5) business days after the bid opening.
- C. Each Municipality will award the contract within sixty (60) days after the bid opening. The actual award may be extended up to thirty (30) days by mutual agreement between each Municipality and the lowest responsive and responsible bidder.
- D. Addenda: If any changes are made to the Invitation for Bid (IFB), an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having downloaded / picked up the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The MVPC will require acknowledgement of any addenda issued to be included on the bid form.
- E. Questions concerning this bid must be submitted in writing to Jonah Williams, email: jwilliams@mvpc.org before 12:00 pm on Thursday, October 3, 2024. Question may be delivered, mailed, emailed, or faxed. Written responses will be mailed, emailed, or faxed to all bidders on record as having picked up the IFB.
- F. A bidder may correct, modify, or withdraw a bid by written notice received prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled “Modification No. _____.” Each modification must be numbered in sequence and must reference the original IFB.
- G. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Municipalities or fair competition. Minor informalities will be waived, or the bidder will be allowed to correct them. If a mistake and the intended bid are evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- H. Bid Bond: The bid shall be accompanied by a bid deposit in the form of a bid bond, or a certified check on, or a treasurer’s or cashier’s check issued by, a responsible bank or trust company, payable to the MVPC. A bid bond shall be (a) in a form satisfactory to the awarding authority, (b) with a surety company qualified to do business in the commonwealth and satisfactory to the awarding authority and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The amount of such bid deposit shall be five (5) per cent of the value of the bid.
- I. The MVPC may cancel this IFB or reject in whole or in part any and all bids, if the MVPC determines that the cancellation or rejection serves the best interests of the MVPC and the Municipalities.
- J. All bid prices submitted for this IFB must remain firm for sixty (60) days following the bid opening.
- K. Each bidder will submit three (3) copies of all required forms. All Bids must include a Bid Pricing Sheet – Appendix B; Non-Collusion and Tax Compliance Form – Appendix C; Material Certifications – Appendix D and References – Appendix E.
- L. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer.

II. Purchase Description:

- A. The Municipalities have provided estimated quantities for planning purposes, Appendix A - Estimated Volumes by Municipality, for the bid items and cannot be guaranteed. It is understood and agreed that the quantities shown are approximate and that the contract shall cover only the actual amount ordered for delivery during the contract period.
- B. Price quoted shall be F.O.B. Destinations and shall include delivery and transportation charges prepaid.
- C. **Delivery** - No material shall be delivered to a Municipality under the terms of this contract, at any time, unless the contractor has in his possession a written order signed by the Purchasing Authority for the quantity of materials desired, or an order number given to him verbally by the Purchasing Agent or Superintendent of Public Works. It is understood and agreed that materials will be delivered when needed. The Municipality delivery locations and contacts are provided on Appendix F, Municipality Locations & Contact Information.
- D. **Guaranteed Delivery** - The successful bidder shall guarantee delivery of salt to each municipality within 48 hours of request by the municipality. In the event the stock is nearing depletion, the contractor must notify the cities and towns two weeks prior to any interruption in service. The contractor shall make arrangements with other sources to supply members of this consortium with road salt. If the cost of salt from a new supplier is in excess of the stated bid price of the successful bidder(s), the successful bidder(s) shall reimburse the Municipality the difference between the new supplier's price and the original contract amount.
- E. **Failure to Deliver** - Should the successful bidder(s) fail to furnish any of said materials within 48 hours after the order has been placed, the Municipality reserves the right to obtain the materials ordered at any other place, and may, without further notice, cancel their order by a notice from the Municipality and forwarded via email or mailed order to the successful bidder(s) business address stated in his bid.
- F. **Emergency** – If a Municipality declares an emergency, the contractor agrees to furnish and deliver Highway Salt within 24 hours from the time of the emergency telephone order placed by the Municipality and confirmed by a written order.
- G. **Weight** - A certificate of weight shall be provided by the contractor and accompany each delivery of weighable materials. Such certificate shall show the name and address of the contractor, the name and address of the department to whom the delivery is being made, the material being weighed for delivery, the date of delivery, the vehicle registration and the gross, tare, and net weight. A sworn weigher of goods must sign this certificate. The contractor shall be responsible for the delivery of the full net weight at the point of delivery. Check weighing may be made at the point of delivery or at any other point the Municipality may select

III. Rule for Award:

To ensure the delivery of product within forty-eight (48) hours, the MVPC, on behalf of the Municipalities, expects to enter into multiple contracts with responsive and responsible bidders offering the lowest cost for each line item of road salt.

It is the MVPC's intent to contract for one (1) year commencing on or about November 1, 2024, and will expire on October 31, 2025.

IV. Bid Pricing Sheet: See Appendix B.

V. Non-Collusion Form and Tax Compliance Form: See Appendix C.

VI. References: Complete Appendix E with the following information.

- A. Commercial: Three (3) communities or political entities that you have provided road salt in the last three (3) years.
- B. Financial References demonstrate a stable and secure financial position. Successful bidders may be requested by the MVPC to provide a business information report or business profile from a credit reporting agency dated no earlier than sixty (60) days prior to bid submission date.

VII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
- B. Purchases made by the Municipalities are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- C. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
- D. Unless otherwise provided by law, the Contractor will indemnify and hold harmless the Municipalities against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that each Municipality may sustain, incur, or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants, or employees.
- E. Failure to perform when such failure is due to an Act of God, public enemy, fire, earthquake, floods, transportation, embargoes, or other similar causes beyond the control of the contractor, shall be good and sufficient reason for excuse from contractual liability.
- F. No subletting of the award, or assignment of monies due or to become due, shall be made without written consent of the awarding authority.
- G. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the TOWN for any purpose.
- H. Indemnification: The contractor shall assume the defense, indemnify and hold harmless the municipality, the municipality's agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them, including attorney's fees, by reasons of acts, inactions, omissions, negligence, reckless or intentional misconduct caused by or related to any and all activities of the Contractor, its agents, officers, employees or subcontractors.
- I. Municipalities appropriation. If funds are not appropriated for this purpose, the Municipality may terminate this contract and shall not be obligated to make any further payments
- J. Payments - Signatures on behalf of the receiving Municipality must be secured when salt is delivered, or invoices will not be honored. Invoices must be rendered in triplicate, marked with Requisition and/or Purchase Order number. Bills must be sent promptly after each delivery to the Municipality. Each participating municipality shall separately be responsible for payment for deliveries it receives. In no event shall any participating municipality be responsible for salt supplied or delivered to another municipality. Proof of delivery must be furnished on request.

The bidder, when submitting his bid, shall be fully aware that the Municipality will discount his invoice 2% for payment within thirty (30) days from receipt of said invoice. If the bidder wishes to submit his bid without the Municipality discounting invoices 2%, he shall so stipulate this on his bid by writing, "The 2% discount does not apply to our bid."

- K. Insurance - The required insurance will be written with a company having an A.M. Best rating of A+, XII or higher, that said insurance company should meet with the approval of the Town and will be with a company licensed to perform business in the State of Massachusetts. The rating of the insurance company may be amended by the Town at its discretion. CERTIFICATES OF INSURANCE MUST BE SUBMITTED TO THE MVPC BEFORE A CONTRACT IS SIGNED. THE CERTIFICATES OF INSURANCE MUST INCLUDE ALL COVERAGE AS STATED IN THESE SPECIFICATIONS.

The successful contractor will take maintain during the term of the contract insurance as specified below and in such form as will protect the vendor performing work covered by the contract from all claims and liability for damages for bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of insurance will be for each policy, not less than:

Workmen's Compensation Insurance – With respect to all operations the third party performs and all those performed for him by subcontractors, the third party shall provide proof of Workmen's Compensation Insurance in accordance with the requirements of the laws of the Commonwealth of Massachusetts and Employers Liability.

Comprehensive Automobile Liability – Proof of this coverage should be provided and should include coverage for all owned, non-owned and hired automobiles.

Comprehensive General Liability – This insurance includes coverage for: Premises – Operation, Contractors Protective, Completed Operations, Contractual, Personal Injury, and Broad Form Property Damage (Including Completed Operations)

Limits: \$1,000,000/occurrence \$3,000,000/aggregate

All policies shall identify the MVPC as an additional insured (except Workers' Compensation and shall provide that the Municipalities shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Municipality upon the execution of the Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

VIII. Specifications:

- A. Material Specifications: All Road Salt must conform to ASTM 632-12 (or successor) standards. The Road Salt mixture must be two-thirds ASTM rock and one-third solar.
- B. Physical Requirements: Road Salt must conform to the following requirements for particle size when tested by laboratory sieve:

<u>Sieve Size</u>	<u>Weight % Passing</u>
3/4" screen	100%
No. 8 screen	25%
No. 16 screen	5%

- a. **NOTE:** Detailed requirements for laboratory sieves are given in the ASTM 14.02 (or successor).
- C. All materials offered must meet the latest standards and requirements of the Massachusetts Highway Department for Bulk Road Salt (Sodium Chloride).
- D. **American Society of Testing Materials (ASTM) Specifications** - All Rock Salt items must meet all ASTM specifications including sodium content of 95%. The salt must be treated with an anti-caking agent and must be delivered in a free-flowing condition.
- E. **Product Quality** - The Municipalities will not purchase or order salt from any stockpile used for the previous season. In addition, no salt will be acceptable that has been previously rejected for use by any State, County, or a Municipality.
- F. **Sampling and Analysis** - The Materials delivered hereunder may be regularly and continuously sampled, as the Municipalities may elect. The samples shall be collected, prepared, and analyzed by representatives of the Municipalities and the vendor's representative in accordance with the method adopted by the American Society of Testing Materials and/or the American Association of State Highway Officials, or any other governmental testing agencies.
- G. **Inferior Material** - If the Highway Salt delivered under this contract fails to comply with the specifications, the contractor shall be notified and will be required to forthwith remove the delivered Highway Salt and replace it with Highway Salt satisfactory to the requirements of this contract. In lieu of the preceding, the contractor agrees to accept, as full compensation therefore, an amount as payment to be determined by the Superintendent of Public Works and/or Purchasing Authority as full value of the salt delivered.

**Appendix A - Estimated Volumes by Municipality
2024-25 Essex County Cooperative Rock Salt Bid**

Municipality	Road Salt (tons)	Solar Salt (tons)
Amesbury	2,000	0
Boxford	1,000	0
Essex	1,000	0
Georgetown	2,000	0
Gloucester	7,000	0
Groveland	1,200	0
Hamilton	2,500	0
Haverhill	5,000	0
Ipswich	3,000	0
Manchester by the Sea	4,000	0
Merrimac	900	0
Methuen	5,100	0
Middleton	2,500	0
Newbury	1,700	0
Newburyport	2,500	0
North Andover	4,000	0
Rockport	5,000	0
Rowley	1,800	0
Salisbury	800	0
Topsfield	2,000	100
Wenham	1,000	0
West Newbury	2,500	0
Total	58,400	100

**Appendix B - Bid Pricing Sheet
2024-25 Essex County Cooperative Rock Salt Bid**

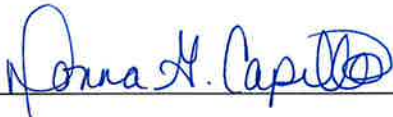
Commodity	Unit of Measure	Estimated Quantity	Unit Price (Delivered)	Unit Price (Picked Up)
Rock Salt	Ton	58,400	\$56.63	\$56.63
Solar Salt	Ton	100	\$66.63	\$66.63

***PLEASE NOTE: The 2% discount does not apply to our bid ***

This IFB includes addenda numbered NONE

Bidder Eastern Minerals Inc.

Address 134 Middle Street, Ste 210
Lowell MA 01852

Signature of Company Official 

Printed Name of Company Official Donna G. Capillo

Title of Company Official Assistant Corporate Secretary

Phone 978-458-6420

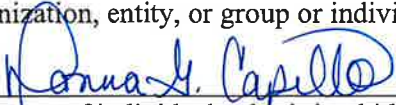
E-Mail info@easternminerals.com

Date October 8, 2024

Appendix C
Non-Collusion Form & Tax Compliance Form
2024-25 Essex County Cooperative Rock Salt Bid

I. CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.



Signature of individual submitting bid or proposal

Donna G. Capillo, Assistant Corporate Secretary

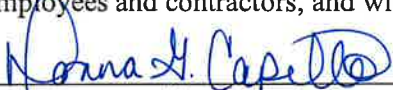
Eastern Minerals Inc.

Name of Business

I.

II. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of individual submitting bid or proposal

Donna G. Capillo, Assistant Corporate Secretary

Eastern Minerals Inc.

Name of Business

Appendix D
Material Certifications
2024-25 Essex County Cooperative Rock Salt Bid

1. Do you stipulate that the materials, where required, meet the specifications of the American Society for Testing Materials?

Yes X No

2. Please list the location of your stockpile(s):

37 Marginal St, Chelsea MA
201 Rover ST, Everett, MA
549 South St, Quincy MA
227 Market ST, Portsmouth NH
59 S Main St, Portland ME

3. What is(are) the location(s) where the materials are mined?

Chile

Mexico

4. Do you guarantee that sufficient material will be available to suit each individual community's needs?

Yes X No

5. If you are a foreign (out of State) Corporation: Are you registered to do business in Massachusetts?

Yes No N/A X

Appendix E
References
2024-25 Essex County Cooperative Rock Salt Bid

Provide the names of three (3) municipalities that you have provided Road Salt in the last three (3) years.

Company	Contact	Address	Phone Number
City of Boston	Purchasing	One City Hall, Room 808	617-635-4564
Town of Andover	Marc Fournier	36 Bartlet Street	978-623-8803
City of Worcester	Jay Fink	455 Main St. Room 201	508-929-1300

Appendix F
Municipality Locations & Contact Information
2024-25 Essex County Cooperative Rock Salt Bid

Town	Mailing Address	Point of Delivery
Amesbury 978-388-8116 F: 978-388-1769	Joseph Buckley, Dir of Public Works Amesbury DPW 39 S Hunt Rd Amesbury, MA 01913 buckleyj@amesburyma.gov	DPW Yard 39 S Hunt Rd. Amesbury, MA 01913
Boxford 978-352-6555 F: 978-352-5588	Chris Olbrot, DPW Supt Town Hall, 7A Spofford Rd. Boxford, MA 01921 colbrot@town.boxford.us	Highway Garage 7B Spofford Rd Boxford, MA 01921
Essex 978-768-6262 F: 978-768-2500	Mike Galli, DPW Supt. Town of Essex, 44 Centennial Grove Rd Essex, MA 01929 adavis@essexma.org	Town Garage 30 Landing Rd Essex, MA 01929
Georgetown 978-352-5704 F: 978-352-5701	Peter Durkee, Hwy Supt Town Hall, 1 Library St Georgetown, MA01833 pdurkee@georgetownma.gov	Town Garage 203 East Main St, Rte. 133 Georgetown, MA
Gloucester 978-325-5600 F: 978-281-3896	Michael B. Hale Director DPW 9 Dale Ave Gloucester, MA 01930 riopiccolo@Gloucester-ma.gov	DPW Complex 28 Poplar St Gloucester, MA
Groveland 978-372-0840 F: 978-469-5000	Renny Carroll, Road Commissioner Town Hall, 183 Main St Groveland, MA 01834 rcarroll@grovelandma.com	Highway Dept Facility 160 Center St Groveland, MA
Hamilton 978-468-5227 F: 978-468-5582	Timothy Olson, Dir of Public Works 577 Bay Rd, PO Box 429 Hamilton, MA 01936 tolson@hamiltonma.gov	DPW Yard 577 Bay Rd, Rte. 1A Hamilton, MA
Haverhill 978-374-2360 F: 978-374-2362	Michael Arpino, Dir of Public Works 500 Primrose St Haverhill, MA 01830 marpino@cityofhaverhill.com	DPW Yard 500 Primrose St Haverhill, MA 01830
Ipswich 978-356-6612 F: 978-356-6616	Rick Clarke, DPW Director 25 Green St Ipswich, MA 01938 gails@ipswichma.gov	DPW Garage 104 County Rd Ipswich, MA
Manchester by the Sea 978-526-1242 F: 978-526-2001	Chuck Dam, Public Works Dir 10 Central St Manchester, MA 01944 damc@manchester.ma.us	Highway Garage R85 Pleasant St Manchester, MA

Appendix F
Municipality Locations & Contact Information
2024-25 Essex County Cooperative Rock Salt Bid

Town	Mailing Address	Point of Delivery
Merrimac 978-346-8939 F: 978-346-0531	Thomas Barry, DPW Supt 16E Main St Merrimac, MA 01860 tbarry@townofmerrimac.com	Salt Shed Mill & Federal St Merrimac, MA 01860
Methuen 978-983-8545 F: 978-983-8978	Felix Garcia Jr., P.E., Deputy Director of Public Works City of Methuen 10 Ditson Place Methuen, MA 01844 fgarcia@ci.methuen.ma.us	Highway Department 33 Lindbergh Avenue Methuen, MA 01844
Middleton 978-777-0407 F: 978-774-0718	Ken Gibbons, DPW Supt 195 North Main St Middleton, MA 01949 Paul.goodwin@middletonma.gov	Highway Garage 195 North Main St Middleton, MA
Newbury 978-465-0112 F: 978-465-6512	James Sarette, DPW Dir 197 High Rd Newbury, MA 01951 highway@townofnewbury.org	Highway Garage 197 High Rd Newbury, MA
Newburyport 978-465-4464 F: 978-465-1623	Wayne Amaral, Dir. of Public Works 16A Perry Way (off Low St) Newburyport, MA 01950 wamaral@cityofnewburyport.com	DPW 16A Perry Way (off Low St) Newburyport, MA
North Andover 978-685-0950 Ext 44011 F: 978-688-9573	Tim Willett, Operations Manager DPW, 384 Osgood St North Andover, MA 01845 twillett@northandoverma.gov	DPW 384 Osgood St North Andover, MA
Rockport 978-546-3525 F: 978-546-3562	Gary Leblanc, DPW Director Rockport Town Hall, 34 Broadway Rockport, MA 01966 lgreenslade@rockportma.gov	Highway Garage Upper Main St Rockport, MA
Rowley 978-948-2441 F: 978-948-6081	Patrick Snow, Highway Surveyor 40 Independent St., PO Box 314, Rowley, MA 01969 highway@townofrowley.org	Highway Garage 40 Independent St., Rowley, MA
Salisbury 978-463-0656 F: 978-463-0190	Kate White, Business Manager 39 Lafayette Rd Salisbury, MA 01952 kwhite@salisburyma.gov	Highway Garage 39 Lafayette Rd Salisbury, MA 01952
Topsfield 978-887-1542 F: 978-887-1543	Gary Wildes, Supt. Hwy. Dept. 279 Boston St Topsfield, MA 01983 gwildes@topsfield-ma.gov	Highway Garage Rte. 1, 279 Boston St Topsfield, MA
Wenham 978-468-5520 Ext 6 F: 978-468-1009	Richard Souza, Highway Supt 91 Grapevine Rd Wenham, MA 01984 rsouza@wenhamma.gov	Highway Garage 91 Grapevine Rd Wenham, MA 01984
West Newbury 978-363-1106 F: 978-363-1119	Katelyn Bradstreet, Operations. Bus. Mgr. 381 Main St West Newbury, MA 01985 dpwadmin@wnewbury.org	Highway Garage 693 Main St West Newbury, MA

**Merrimack Valley Planning Commission
2024-25 Essex County Cooperative Road Salt
Bid**

This agreement is made and entered into this ___th day of ____, 2024 by and between the MERRIMACK VALLEY PLANNING COMMISSION (“the MVPC”), a corporate public body and existing under the laws of the Commonwealth of Massachusetts, and _____, a corporation duly organized and existing under the laws of the Commonwealth/or as a D/B/A duly registered at: _____ (“The CONTRACTOR”).

ARTICLE I. DEFINITION: “THIS CONTRACT” as used herein shall mean that these Articles of Agreement and “the Invitation for Bid documents,” which include without limitation, the instructions to CONTRACTOR, the Contractor’s qualifications or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR’S proposal or proposal.

ARTICLE II. DURATION. The term of the Contract will cover one (1) year from November 1, 2024, and expire on October 31, 2025.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver Road Salt (Road Salt, Solar Salt) to the Municipalities, listed in the 2024-25 Essex County Road Salt Invitation to Bid (IFB) documents of October 11, 2024 (bid opening date).

ESTIMATED TOTAL CONTRACT VALUE: \$ _____ U.S. Dollars.

ARTICLE IV. PAYMENT. The MUNICIPALITY agrees to pay for each delivery of Road Salt to the CONTRACTOR the sum set forth in the CONTRACTOR’S bid.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor’s reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor’s reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the MVPC / MUNICIPALITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the MVPC / MUNICIPALITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor’s reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The MVPC may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the MVPC / MUNICIPALITY. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the MVPC / MUNICIPALITY may keep for its own the whole or any part of the amount for expenses, losses, and damages, incurred by the MVPC / MUNICIPALITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission, or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. FORCE MAJEURE. No party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section provided by that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

ARTICLE VIII. INSURANCE. The CONTRACTOR must provide the MVPC with a certificate of insurance coverage per the terms of the IFB prior to contract execution.

ARTICLE IX. CONFLICT. In the event there is a conflict between these Articles and the IFB documents, the IFB documents shall supersede these Articles.

ARTICLE X. INSPECTION AND REPORTS. The MUNICIPALITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the MUNICIPALITY. Whenever requested, CONTRACTOR shall immediately furnish to the MUNICIPALITY full and complete written reports of his operation under this Contract in such detail and with such information as the MUNICIPALITY may request.

ARTICLE XI. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

ARTICLE XII. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

ARTICLE XIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

ARTICLE XIV. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The MVPC may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract, or transfer any interest in THIS CONTRACT without prior written consent of the MVPC. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

FOR THE CONTRACTOR

MERRIMACK VALLEY PLANNING COMMISSION:

Jerrard Whitten
Executive Director

Jenifer Dunlap
Finance Director