

**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 Morton Salt, Inc., a corporation duly organized 444 West Lake Street, Suite 2900, Chicago, IL 60606 ("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: \$3,378,422.00 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.

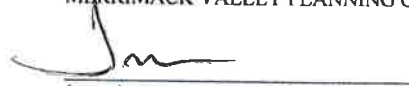
IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

FOR THE CONTRACTOR



Anthony T. Patton, Director
Bulk Pricing US Government Sales

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	\$57.73	\$57.00
Solar Salt	Ton	100	\$69.90	\$69.00

This IFB includes addenda numbered _____

Bidder Morton Salt, Inc.

Address 444 West Lake Street, Suite 2900
Chicago, IL 60606

Signature of Company Official 

Printed Name of Company Official Anthony T. Patton

Title of Company Official Director Bulk Deicing US Government Sales

Phone 855-665-4540

E-Mail bids@mortonsalt.com

Date 10-8-2024



CERTIFICATE OF LIABILITY INSURANCE

4/30/2025

DATE (MM/DD/YYYY)

4/30/2024

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 Lockton Companies, LLC Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1492657 Morton Salt, Inc. 444 West Lake Street, Suite 2900 Chicago IL 60606	INSURER A : Starr Indemnity & Liability Company		38318
	INSURER B : HDI Specialty Insurance Company		16131
	INSURER C : HDI Global Insurance Company		41343
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 19030060 **REVISION NUMBER:** XXXXXXXX

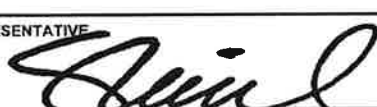
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
C	<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 OTHER:	Y	N	GLCD5717703S	4/30/2024	4/30/2025	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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	1000679547241	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUCD5717803S	4/30/2024	4/30/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ XXXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000005331 (AOS) 1000005332 (Retro) 1000014082241 (OH Excess)	4/30/2024 4/30/2024 4/30/2024	4/30/2025 4/30/2025 4/30/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: These Municipalities include Amesbury; Boxford; Essex, Georgetown; Gloucester, Groveland; Hamilton, Haverhill, Ipswich, Lynnfield, Manchester by the Sea, Merrimack; Middleton, Newbury; Newburyport; North Andover; Rockport, Rowley; Salisbury; Topsfield, Wenham, and West Newbury. *See page 2*

CERTIFICATE HOLDER

CANCELLATION See Attachment

19030060 Merrimack Valley Planning Commission Attn: A. Komornick 160 Main Street Haverhill MA 01830	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 

Merrimack Valley Planning Commission is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

POLICY NUMBER: GLCD5717703S

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.