

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 9/23/2020

CONTRACT #: 8002753

NIGP CODE: 775-4573

CONTRACT FOR: Road Salt

CONTRACTOR: Cargill, Inc. – Salt, Road Safety

VENDOR CODE #: 175585

SUBMITTED FOR ACCEPTANCE BY:

Laura Ingram  
LAURA INGRAM, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 9/23/2020

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RECOMMENDED FOR ACCEPTANCE BY:

Alan Hofmann  
ALAN HOFMANN, PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY

DATE 10/1/2020

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APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE \_\_\_\_\_

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ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Charles M. Arlinghaus  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/1/20

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**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Cargill, Incorporated – Salt, Road Safety		1.4 Contractor Address 24950 Country Club Blvd. Ste 450 North Olmsted, OH 44070	
1.5 Contractor Phone Number 800-600-7258	1.6 Account Number Various	1.7 Completion Date 8/31/2021	1.8 Price Limitation \$2,500,000.00
1.9 Contracting Officer for State Agency Laura Ingram		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature <i>Carrie Messer</i> Date: 9/21/20		1.12 Name and Title of Contractor Signatory <i>Carrie Messer</i> Customer Care Manager	
1.13 State Agency Signature <i>Joseph Bouchard</i> Date: 10/1/20		1.14 Name and Title of State Agency Signatory <i>Joseph Bouchard, Asst.</i> Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *cm*  
Date 9/21/20

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

Date

*AK*  
*9/11/20*

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States

Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS**

1. No special provisions

Contractor Initials CW  
Date 9/21/20

**EXHIBIT B  
SCOPE OF WORK**

**1. INTRODUCTION**

Cargill Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Road Salt (Contract # 8002753) in accordance with the terms of this Contract and the State Request for Bid #2314-21.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2314-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2314-21."

**3. TERM OF CONTRACT**

The term of the contract shall commence September 15, 2020 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue until August 31, 2021.

The contract may be extended for additional periods thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**4. SCOPE OF WORK**

The Contractor shall provide Road Salt in accordance with specifications listed herein.

**Grading**

The sodium chloride shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- Passing a 1/2" sieve 100%
- Passing a 3/8" sieve 95% - 100%
- Passing a No. 4 sieve 20% - 80%
- Passing a No 8 sieve 10% - 50%
- Passing a No 30 sieve 0% - 10%

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Date 9/21/20

### Initial Fill

Contractor will be provided with a written notification regarding the type of and quantity of salt that each district will purchase within fifteen (15) business days from contract approval. Please reference initial fill quantities as stated in Requirements by District section.

Eligible Participants and other State agencies will establish their own notification schedule and format.

### Initial Fill-Up Deadlines

Completion dates for the 'initial fill-ups' of salt have been established to ensure that all Dept. of Transportation salt sheds, other State agencies and Eligible Participants are filled before the onset of freezing weather conditions. All locations with initial fill requirements including all NHDOT sheds in District 2 shall be completed no later than **October 26, 2020**.

Failure to complete the required initial fill-ups by the required dates will result in Liquidated Damages as outlined in the section of this Contract titled 'LIQUIDATED DAMAGES.'

### Schedule For Balance Of Season Requirements

State agency location contacts, Eligible Participants location contacts as well as NHDOT District Engineers, or their designated agents, shall be responsible for placing additional orders, prioritized by district location during the remainder of the contract period. Contractor shall be responsible for providing the location contact / district engineer with a weekly delivery schedule. Said schedule shall be sent no later than Wednesday of the week preceding scheduled deliveries.

### Contractor

Orders shall be **delivered within FIVE (5) business days after notification to Contractor**. Requested deliveries shall not be required to exceed 3,000 tons per week per district. This requirement is in effect even if Contractor did not supply the initial fill at a specific location.

### Source Specifications

Contractor is required to provide the source of where the salt is being produced. If the source of the salt changes, the Contractor is required to contact the purchasing agent prior to salt being delivered. The State has the right to reject any salt that comes from a different source without prior approval.

### Storage Specifications

Contractor is required to provide location of where the salt is to be stored at prior to being delivered to NHDOT. If the location of the salt storage changes at any time throughout the Contract, or if deliveries come from a different location, the Contractor is required to contact the NHDOT Winter Maintenance Program Specialist prior to salt being delivered, and the salt piles are required to be covered at all times while at the Contractor's storage areas, except during active loading of delivery vehicles. Salt that is not covered could be considered cause for rejection. NHDOT has the right to reject any salt that comes from a different storage area without prior approval.

### Delivery Specifications

### Trucking Logistics & Product Protection

All truck deliveries shall be dumped at a salt delivery address, either inside or outside a storage building, as directed by State agency personnel or Eligible Participants employees at the delivery

address. Contractor will make every effort to have delivery vehicles arrival times spread out so as not to exceed the capacity of the equipment used to pile the salt at the patrol sheds.

**Salt Protection During Transport**

Deliveries of trucked bulk mined rock salt shall be protected in transit by tight, waterproof coverings to avoid spillage. Said covering to be placed on load to prevent additional accumulation of moisture during transit and to insure the least possible moisture content upon delivery. Torn, ripped or permeable load covers are unacceptable and may be considered cause for rejection of load. Salt that has been contaminated with foreign matter will also be considered cause for rejection of load. Salt that is delivered without a NHDOT employee inspecting the delivery may be considered cause for rejection of load.

**Transportation Compliance**

The State requires that all deliveries of salt be made in complete compliance with existing state, national, provincial laws or regulations. Violation of any laws or regulations, including but not limited to weight limitations, shall be considered as grounds for disqualification of the supplier, hauler or both.

**Delivery - Times**

Truck deliveries for New Hampshire districts will be accepted only during the hours of 6:00 am to 4:00 pm Monday through Friday (except New Hampshire state holidays), unless otherwise arranged with the District Engineer or location contact prior to each delivery. Delivery times outside of the normal working hours noted above may require the Contractor to reimburse the NHDOT for the actual cost of the NHDOT personnel brought in for the delivery.

**Vehicle Registration and Driver Licenses**

Contractor's vehicles must have a current commercial vehicle registration and inspection as applicable under state law. All drivers must meet all licensing requirements of the State of New Hampshire, or applicable governmental jurisdiction.

**Notice Of Delivery**

The Contractor must provide a minimum of one (1) business day notice to each NHDOT district office / location contact and the NHDOT Winter Maintenance Program Specialist prior to any delivery. Notice must include scheduled delivery date, estimated time and quantity of salt to be delivered. An end of day delivery summary is required to be sent via email to each NHDOT district office and to the NHDOT Winter Maintenance Program Specialist. This summary is to include the district delivered, shed Location, and quantity delivered for each day. Agreed changes to deliveries as per the SCHEDULE FOR BALANCE OF SEASON REQUIREMENTS are required to be done via email and must include the NHDOT Winter Maintenance Program Specialist.

**Failure To Deliver**

If Contractor fails to furnish road salt (rock) in accordance with all requirements of this Contract, the State may re-purchase the same item from another source without competitive bidding, and the Contractor will be liable to the State for any excess cost.

**Weigh Slips**

All truck deliveries shall be accompanied by a weigh slip, which shall be left with a NHDOT employee at the delivery point of load. NHDOT employee will sign a copy of the weigh slip to acknowledge the

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Date 9/21/22

receipt of the load. Contractor shall provide numbered weigh slips, which show the following information:

- Name and address of the Contractor
- Name and address of the owner of the scales
- Location of the scales
- Consignee and destination
- Date of delivery
- Order number
- Gross, tare and net weights
- Signature of scale operator
- Current vehicle registration number and/or other legible identification mark and signature of vehicle operator
- Space for signature of the department employee accepting the shipment
- The State reserves the right to weigh any truck at a designated location before or after delivery to any particular storage site.

### **Inspections**

Each district location shall take a mixed sample from the day's total deliveries. Said samples shall be representative of the gradation and moisture content of all salt delivered to a location on that day. Bonuses and/or Liquidated Damages, if any, will be assessed against the accumulated and mixed samples of each day's delivery to each location (see BONUSSES and LIQUIDATED DAMAGES sections).

NHDOT laboratory results will be included with a statement of assessed Liquidated Damage submitted to the Contractor by the State. The Contractor is strongly encouraged to sample and test their product prior to shipping product to the buyer so that any necessary corrective action may be taken to assure conformity to specifications.

### **Testing Timeframe**

NHDOT, laboratory shall test all submitted samples within fifteen (15) calendar days of product delivery.

### **Results And Notification**

Once the test results are available, a copy of said test results will be emailed to the stated contact at the Contractor. The Contractor shall review the results and keep the results for their records. If the Contractor wishes to dispute the supplied results, they will notify NHDOT immediately in writing as to their reason for dispute. If during the contract period there are changes in contacts who receive test results, it shall be the Contractor's responsibility to communicate those changes to the State of New Hampshire via NHDOT.

### **Access To Test Samples**

NHDOT shall keep a physical specimen of tested samples that the test results indicate a moisture content that exceeds 2.5 percent for rock salt for a period of fifteen (15) calendar days starting from the date the tests are completed. This will allow reasonable time for the Contractor to view all test results. If the Contractor desires to obtain a sample of the disputed batch tested independently from the State, it will be the Contractor's responsibility to acquire a sample from the State within the fifteen (15) calendar day's allotted and have sample tested (at the Contractor's expense). Samples will be made available during standard State business hours.

**Ability To Provide**

Contractor shall be capable of providing the State agencies and eligible participants with their entire requirements of the items required in this Contract without any delay or substitution.

**Customer Support Services**

The Contractor shall provide sales support for the items and equipment specified herein. The Contractor shall have a central contact point, available during State business hours, for resolving customer support problems.

Pre-Sales Support shall include, but is not limited to:

- a) Product Quotes
- b) Product Research
- c) Product Recommendation
- d) Product Specifications
- e) Assistance to State Agencies in finding products that best meet their needs.

Post-Sales Support shall, include but is not limited to:

- a) Delivery Information
- b) Product Return
- c) Invoice/Billing Issues
- d) Training on equipment and products when requested
- e) Facilitate Resolution of Product Problems

**Ordering Procedure**

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

**Usage Reporting**

The Contractor shall be required to submit a bi-monthly and annual usage report for analysis of each State agency and eligible participant. Reports are due no later than 30 days after the close of each period and shall be sent to the Bureau of Purchase and Property, Laura Ingram and sent electronic to Laura.Ingram@DAS.NH.Gov or designee. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Reports shall have two (2) separate sections related to items purchased:
- All Fixed Price Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- All Balance of Product Line Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - a. Percentage of recycled materials contained within finished products
  - b. Percentage of waste recycled throughout the manufacturing process
  - c. Types and volume of packaging used for transport
  - d. Any associated material avoided and/or recycled as applicable under contract
  - e. A standardized reporting form will be provided after contract award
- Total Cost of all Products Purchased

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**Account Communication & Escalation**

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled direct with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

**Returned Goods**

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

**5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all product strictly pursuant to, and in conformity with, the terms of this Contract and the specifications described in State RFB #2314-21, as described herein.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at [https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Contractor Initials CW  
Date 9/21/22

**7. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Contractor Initials CH  
Date 9/20/2

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Road Salt in complete compliance with the terms and conditions specified in Exhibit B for the price specified below. The total amount of the Contract shall not to exceed a price of \$2,500,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the Effective Date through the Completion Date.

Prices shall remain firm for the entire term of the Contract and shall be in US dollars and shall include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified, prices shall be F.O.B. DESTINATION, which means delivered to a State agency's receiving dock or other designated point as specified in this Contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Price decreases shall become effective immediately as they become available to the Contractor.

**2. PRICING STRUCTURE**

Item	Qty	Price Per Ton
New Hampshire Rock Salt - Hwy District 2, Enfield	1/Ton	\$57.60

**Contractor's Balance of Product Line Items**

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Road Salt from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

**Bonuses**

Delivered salt that has a lower than specified moisture content may be eligible for a bonus payment, as described in MOISTURE section below

**Liquidated Damages**

Delivered salt that does not meet the required specifications, shall be subject to Liquidated Damage and or price adjustment.

The State reserves the right to accept or reject any salt or deliveries which do not conform to the NHDOT specifications for screen size, chemical quality or moisture content, or which are not delivered in good condition. Shipments that are rejected will be returned to the Contractor at no cost to the State. Contractor agrees to promptly replace all rejected deliveries of salt.

Contractor Initials Or  
Date 7/2/05

**Delivery Liquidated Damages**

**Initial Fill**

Failure to complete the initial fill-up by October 26, 2020 for NHDOT sheds in District 2. Failure to complete the initial fill in by October 26, 2020 shall result in the liquidated damages as specified in TABLE 1 DELIVERY TABLE LIQUIDATED DAMAGES. Failure to complete the initial fill-up by December 21, 2020 shall be terms for default and termination of the contract.

**TABLE 1 DELIVERY TABLE LIQUIDATED DAMAGES**

DATE	PERCENT (%) LIQUIDATED DAMAGE OF THE CONTRACTED PRICE Districts 1, 2, and 3
10/26/2020	10%
11/09/2020	15%
11/23/2020	20%
12/07/2020	25%

DATE	PERCENT (%) LIQUIDATED DAMAGE OF THE CONTRACTED PRICE Districts 4, 5, 6, Central Turnpike and Eastern Turnpike
11/09/2020	10%
11/23/2020	15%
12/07/2020	20%
12/21/2020	25%

**Normal Delivery**

If the Contractor doesn't deliver within FIVE (5) business days after an order has been places there will be a 2% Liquidated Damage accessed to the remaining balance of what is owed per day, unless a new delivery date has been agreed upon by NHDOT.

**Chlorides**

Liquidated Damages will be assessed against the accumulated and mixed samples of each day's deliveries to each location for salt that does not meet the chemical composition of total chlorides as specified in TABLE 2 TOTAL CHLORIDE.

**TABLE 2 TOTAL CHLORIDE**

Percent (%) of Sodium Chloride	Percent (%) of Payment of Unit Bid Price
95% - 100%	100%
94 - 95%	96%
93% - 94%	92%
Below 93%	Rejected

Contractor Initials *ON*  
Date *9/21/22*

**Moisture**

Salt delivered under this Contract shall not exceed one (1) percent moisture for rock salt.

Rock salt that exceeds two and a half (2.5) percent moisture content will be subject to rejection at the delivery point unless the State elects to accept the salt due to supply emergencies or other extenuating circumstances.

Visible moisture leakage from the delivery vehicle will be cause for immediate rejection of the load. Salt which exceeds the moisture content as specified will be subject to Liquidated Damages according to Table 3A - MOISTURE CONTENT FOR ROCK SALT.

**TABLE 3A - MOISTURE CONTENT FOR ROCK SALT**

Moisture Content	District 1, 2, 3	District 4, 5, 6, Central Turnpike, Eastern Turnpike
	Percent (%) of Payment of Unit Bid Price	Percent (%) of Payment of Unit Bid Price
0.00 - 0.50%	102%	102%
0.51 - 0.75%	101%	101%
0.76 - 1.00%	100%	100%
1.01 - 1.50%	96%	98%
1.51 - 2.00%	92%	96%
2.01 - 2.50%	88%	94%
*Above 2.50%	* See below	* See below

**Gradation**

- A penalty will be assessed for gradations that exceed the maximums specified in the Detailed Specifications for Mined Rock Salt.
- The price of the salt will be reduced by one (1) percent for each percent by which gradation exceeds the maximum allowed for the #30 sieve (rock salt). **Salt that does not meet the gradation specified for any of the sieve sizes may be cause for rejection at the discretion of the State.**

**Statement of Penalties / Bonuses**

NHDOT, shall submit an invoice or statement to the Contractor to recover all penalty price reductions. A summary of the NHDOT, laboratory test results will accompany the statement. Contractor shall make settlement for each penalty claim, to the entity asserting the penalty claim, within fifteen (15) days of receipt of each claim. Contractor will be disqualified to bid on other State procurements if there remains an outstanding penalty balance that is owed to NHDOT, unless waived by the State.

**Payment of Bonuses / Billing of Penalties**

NHDOT, shall submit an invoice or statement to the Contractor to recover all liquidated damages in price reductions. A summary of the NHDOT, laboratory test results will accompany the statement. Contractor shall make settlement for each penalty claim, to the entity asserting the penalty claim, within fifteen (15) days of receipt of each claim. Contractor will be disqualified to bid on other State procurements if there remains an outstanding penalty balance that is owed to NHDOT, unless waived by the State.

Contractor Initials                       
Date 9/21/22

**Minimum Orders**

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

**3. INVOICE**

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. The Contractor shall submit a maximum of one invoice per district monthly on the last day of the month. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later.

Said invoice shall contain:

1. A single District or Central Turnpikes or Eastern Turnpikes
2. ALL deliveries by delivery location
3. Delivery date
4. Product (Rock)
5. Quantity
6. Contract price
7. Extended price

Additionally the following backup information shall accompany the invoice.

1. Weight slip
2. Proof of delivery slip

**4. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials       
Date 9/21/22

**EXHIBIT D**

RFB #2314-20 is incorporated here within.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2020

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).

<b>PRODUCER</b> Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402 1-612-333-3323	<b>CONTACT NAME:</b> Dawn Heinemann or Molyka Mao <b>PHONE (A/C, No, Ext):</b> 612-333-3323 <b>FAX (A/C, No):</b> 612-373-7270 <b>E-MAIL ADDRESS:</b> dheinemann@hayscompanies.com
<b>INSURED</b> Cargill Incorporated, Its Subsidiaries, and Businesses *(see attached for additional named insureds) PO Box 5612, MS12 Minneapolis, MN 55440-5612	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> OLD REPUBLIC INS CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 59267732

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	<b>COMMERCIAL GENERAL LIABILITY</b> <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:	X	X	MWZY31361920	06/01/20	06/01/21	EACH OCCURRENCE \$ 15,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS - COMP/OP AGG \$ 50,000,000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Cargo Legal	X	X	MWTB31362120	06/01/20	06/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ Included EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$ \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	X	MWC31362020	06/01/20	06/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 15,000,000 E.L. DISEASE - EA EMPLOYEE \$ 15,000,000 E.L. DISEASE - POLICY LIMIT \$ 15,000,000
A	<b>EXCESS WORKER'S COMP.</b>			MWXS31361820 (OH, USLH)	06/01/20	06/01/21	STATUTORY EXCESS 1,000,000SIR	

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

\*\*SEE ATTACHED FOR ADDITIONAL INSURED/PRIMARY/NONCONTRIBUTORY/WAIVER OF SUBROGATION.

**CERTIFICATE HOLDER**
 State of New Hampshire  
 Administrative Services  
 Ron Nobel or Successor  
 25 Capitol Street, Room 102  
 Concord, NH 03301

USA

**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

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 ACORD 25 (2016/03)  
 ddebuhr  
 59267732

The ACORD name and logo are registered marks of ACORD

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
05/15/2020

NAME OF INSURED: Cargill Incorporated, Its Subsidiaries, and Businesses  
\*(see attached for additional named insureds)

\*\*Entities identified in the contract with the Named Insured are included as Additional Insureds on the Insured's General Liability and Automobile Liability policies, and coverage will be on a primary basis, where these are requirements in the written contract with the insured, subject to the policy terms and conditions. Waiver of Subrogation applies as respects Insured's General Liability, Automobile Liability and/or Workers' Compensation policy, where required by the written contract with the insured, subject to the policy terms and conditions.

A partial listing of U.S. Subsidiaries and Businesses includes (but is not limited to):

Cargill AgHorizons  
Cargill Animal Nutrition (Cargill Feed & Nutrition, Cargill Premix & Nutrition and Cargill Aqua Nutrition)  
Cargill BioIndustrials  
Cargill Case Ready  
Cargill Cocoa and Chocolate Inc.  
Cargill Corn Milling North America  
Cargill Dressings, Sauces & Oils  
Cargill Dry Corn Ingredients, Inc.  
Cargill Financial Services Corporation  
Cargill Food Distribution  
Cargill Grain and Oilseed Supply Chain North America  
Cargill, Incorporated - Salt, Road Safety  
Cargill, Incorporated dba Truvia Company LLC  
Cargill Kitchen Solutions, Inc.  
Cargill Meat Logistics Solutions, Inc.  
Cargill Meat Solutions Corporation  
Cargill Beef  
Cargill Salt  
Cargill Specialty Seeds & Oils  
Cargill Texturizing Solutions  
Cargill Turkey & Cooked Meats  
Cargill Turkey Production, LLC  
Cargill Value Added Protein  
D V Technologies, LLC  
Diamond V Mills, LLC  
Eddyville Chlor-Alkali LLC  
Embria Health Sciences, L.L.C.  
EWOS U.S.A., Inc.  
Five Star Custom Foods LTD  
G & M Stevedoring Co., Inc.  
Provimi North America, Inc.  
Pro Pet  
Toshoku America, Inc.

**Cargill, Incorporated**  
15407 McGinty Road West  
Wayzata, Minnesota 55391-2398

**Lakeeta M. Hill**  
Assistant Secretary

I hereby certify that I am Assistant Secretary of the Executive Committee of Cargill, Incorporated, a Delaware corporation (the "Corporation"). I further certify that under the rules of said Committee, when a copy of the record of any action taken by said Committee is certified to be true and correct and is attested by me with the corporate seal, it is sufficient evidence of the taking and effectiveness of said action, without the signature of any member of said Committee. I further certify that the following is a true and correct copy of a resolution(s), rule(s) or action(s) duly adopted or taken, as the case may be, by said Executive Committee on May 5, 2016, and that said resolution(s), rule(s) or action(s) are on this date in full force and effect, to wit:

"WHEREAS, From time to time the salt group(s) seek to bid upon the sale and enter into various sales agreements covering the sale of certain salt products to a state, county, city, municipality or other corporate body; and

"WHEREAS, From time to time the Corporation is required to provide to the party seeking bids or to enter into the agreement, or their agent, evidence of the Corporation's authority to submit a bid and enter into these sale transactions, as well as evidence of the Corporation's signatory's authorization to execute the agreements on behalf of the Corporation.

"NOW, THEREFORE, BE IT RESOLVED, That any President, Senior Vice President or Vice President of the salt group(s) of the Corporation, and such other persons as may be designated from time to time by any of the foregoing officers, are and each of them hereby is authorized to sign and submit the bids or proposals of the Corporation and any related agreements for the sale of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt and/or road deicing salt, to be submitted to any state, county, city, municipality, or corporate body with which the Corporation may do business and to include in such bids or proposals the certificate as to non-collusion as may be required, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

"RESOLVED FURTHER, That this resolution is hereby designated the "Salt Resolution," and it cancels and supersedes all prior authority given."

WITNESS MY HAND AND THE SEAL of Cargill, Incorporated this 21st day of  
September, 2020

DocuSigned by:  
*Lakeeta Hill*  
ZDC6H-1020AE  
CARGILL INCORPORATED  
CORPORATE  
SEAL  
Assistant Secretary  
1930  
DELAWARE



August 4, 2020

Assistant Corporate Secretary  
Cargill, Incorporated  
15407 McGinty Road West  
Wayzata, MN 55391-2398

RE: Cargill, Incorporated Authorizations

Dear Assistant Corporate Secretary:

The authorities granted herein completely supersede all such prior authorities granted.

In accordance with the authority granted to me in the "Salt Resolution" adopted by the Executive Committee of the Board of Directors of Cargill, Incorporated on May 5, 2016, I hereby designate the following persons to perform the acts listed hereunder on behalf of the Corporation.

**To sign and submit bids or proposals and any related agreements for the sale of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt and/or road deicing salt to any state, county, city, municipality or corporate body with which the Company may do business and to include in such bids or proposals the certificate as to non-collusion as may be required, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.**

Jim Anderson  
Thomas Bowling  
Pamela S. Burcewicz  
Heather Campbell  
Deseree Caver  
Patrick Connaughton  
Sara Cope  
Terri Costanzo  
Scott Cote  
Lori Davidson  
Jean Davis  
Tony DiPietro  
Adam Donegan  
Katelyn Duché  
Ryan English  
Chris Gampfer

Nadine Gilbert  
Jim Hart  
Gail Hubbell  
Brittney Ingold  
Kaitlyn L. Jackson  
Tom Juhasz  
Mary Kleiner  
Amanda Knaus  
Celeste Knittle  
Denise A. Koch  
Sarah Liederbach  
Alison Marincek  
Mary Meehan  
Carrie Messer  
Bill Miller

Raven Mitchell  
Jamie Napier  
Angele Peterson  
John Petryszyn  
Kristen Rekstad  
Dana Richardson  
Sean M. Riley  
Christine M. Rupert  
Anna Sarley  
Brittany Schwarz  
Ashley Sliffe  
George Varga  
Rob Wilder  
Roger Wilson  
Chet Womack

15407 McGinty Road West  
Wayzata, MN 55391-2398  
PO Box 5724  
Minneapolis, MN 55440-5724

These designations are to remain in full effect until the Company otherwise notified you in writing or earlier action by the Executive Committee of the Company's Board of Directors.

Cargill, Incorporated

By: DocuSigned by:  
*Christine Rupert*  
3CA11F2A2066498  
Christine Rupert, Vice President, Cargill Protein & Salt

cc: Counterparties  
15934681

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CARGILL, INCORPORATED is a Delaware Profit Corporation registered to transact business in New Hampshire on June 29, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 1153

Certificate Number: 0005007230



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of September A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



State of New Hampshire  
Department of State



Business Name : CARGILL, INCORPORATED

Business ID : 1153

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004876958	04/01/2020	04/01/2020	Annual Report	2020
0004706770	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004474956	03/29/2019	03/29/2019	Annual Report	2019
0004269966	12/31/2018	12/31/2018	Annual Report Reminder	N/A
0004150611	07/17/2018	07/17/2018	Commercial Registered Agent Address Change	N/A
0004070889	04/01/2018	04/01/2018	Annual Report	2018
0003695937	12/29/2017	12/29/2017	Annual Report Reminder	N/A
0003576513	04/07/2017	04/07/2017	Annual Report	2017
0003419241	12/26/2016	12/26/2016	Annual Report Reminder	N/A
0003262788	03/22/2016	03/22/2016	Annual Report	2016
0003086001	03/25/2015	03/25/2015	Annual Report	2015
0000345463	03/21/2014	03/21/2014	Annual Report	2014
0000345462	03/18/2013	03/18/2013	Annual Report	2013
0000345461	03/27/2012	03/27/2012	Annual Report	2012
0000345460	04/01/2011	04/01/2011	Annual Report	2011
0000345459	03/29/2010	03/29/2010	Annual Report	2010
0000345458	04/01/2009	04/01/2009	Annual Report	2009
0000345457	04/01/2008	04/01/2008	Annual Report	2008
0000345456	03/19/2007	03/19/2007	Annual Report	2007
0000345455	03/22/2006	03/22/2006	Annual Report	2006
0000345454	03/15/2005	03/15/2005	Survivor	N/A
0000345453	02/18/2005	02/18/2005	Annual Report	2005
0000345452	04/01/2004	04/01/2004	Annual Report	2004
0000345451	03/24/2003	03/24/2003	Annual Report	2003

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

Phone: (603)271-3246 Fax: (603)271-3247 Email: corporate@sos.nh.gov | Website: sos.nh.gov



# State of New Hampshire

## Department of State



0000345450	03/25/2002	03/25/2002	Annual Report	2002
0000345449	03/20/2001	03/20/2001	Annual Report	2001
0000345448	07/11/2000	07/11/2000	Survivor	N/A
0000345447	03/20/2000	03/20/2000	Annual Report	2000
0000345446	08/02/1999	08/02/1999	Survivor	N/A
0000345445	07/19/1999	07/19/1999	Survivor	N/A
0000345444	07/08/1999	07/08/1999	Survivor	N/A
0000345443	07/06/1999	07/06/1999	Survivor	N/A
0000345442	07/01/1999	07/01/1999	Survivor	N/A
0000345441	04/05/1999	04/05/1999	Annual Report	1999
0000345440	03/09/1998	03/09/1998	Annual Report	1998
0000345439	04/07/1997	04/07/1997	Annual Report	1997
0000345438	04/01/1996	04/01/1996	Annual Report	1996
0000345437	04/04/1995	04/04/1995	Annual Report	1995
0000345436	03/18/1994	03/18/1994	Annual Report	1994
0000345435	03/05/1993	03/05/1993	Annual Report	1993
0000345434	03/26/1992	03/26/1992	Annual Report	1992
0000345433	06/14/1991	06/14/1991	Survivor	N/A
0000345432	06/13/1991	06/13/1991	Survivor	N/A
0000345431	03/29/1991	03/29/1991	Annual Report	1991
0000345430	04/02/1990	04/02/1990	Annual Report	1990
0000345429	04/03/1989	04/03/1989	Annual Report	1989
0000345428	03/24/1988	03/24/1988	Annual Report	1988
0000345427	03/26/1987	03/26/1987	Annual Report	1987
0000345426	03/31/1986	03/31/1986	Annual Report	1986
0000345425	02/27/1985	02/27/1985	Annual Report	1985
0000345424	01/30/1984	01/30/1984	Annual Report	1984
0000345423	03/28/1983	03/28/1983	Annual Report	1983
0000345422	03/15/1982	03/15/1982	Annual Report	1982
0000345421	03/16/1981	03/16/1981	Annual Report	1981

**Mailing Address** - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

**Physical Location** - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

**Phone:** (603)271-3246 | **Fax:** (603)271-3247 | **Email:** corporate@sos.nh.gov | **Website:** sos.nh.gov



State of New Hampshire  
Department of State



0000345420	03/17/1980	03/17/1980	Annual Report	1980
0000345419	04/02/1979	04/02/1979	Annual Report	1979
0000345418	06/29/1973	06/29/1973	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
LAKESHORE LABORATORIES	99749	Expired
Agway Feed & Nutrition	541201	Active
Cargill Animal Nutrition	616762	Expired
CARGILL ANIMAL NUTRITION	826783	Active
NORTHEAST PETROLEUM	292638	Expired

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
Jayme Donald Olson	Treasurer
Jay Kroese	Secretary
Joe Stone	Director