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

DATE: 9/22/2020

CONTRACT #: 8002754

NIGP CODE: 775-4573

CONTRACT FOR: Road Salt

CONTRACTOR: Morton Salt, Inc.

VENDOR CODE #: 260689

SUBMITTED FOR ACCEPTANCE BY:

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

DATE _____

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RECOMMENDED FOR ACCEPTANCE BY:

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

DATE 9/22/2020

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APPROVED FOR ACCEPTANCE BY:

Gary Lunetta (LAS)
GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/22/20

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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 Arlinghaus
CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/23/20

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 Morton Salt, Inc.		1.4 Contractor Address 444 West Lake Street, Suite 3000 Chicago, IL 60606	
1.5 Contractor Phone Number 855-665-4540	1.6 Account Number Various	1.7 Completion Date 8/31/2021	1.8 Price Limitation $3,000,000.00
1.9 Contracting Officer for State Agency Laura Ingram		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature Date: 9/18/2020		1.12 Name and Title of Contractor Signatory Anthony T. Patton Director, Bulk Deicing US Government Sales	
1.13 State Agency Signature Date: 9/23/20		1.14 Name and Title of State Agency Signatory 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:	

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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.

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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

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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.

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EXHIBIT A
SPECIAL PROVISIONS

1. No special provisions

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EXHIBIT B
SCOPE OF WORK

1. INTRODUCTION

Morton Salt, 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 # 8002754) 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 ½" 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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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 1 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

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

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- 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 BONUSES 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.

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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.)
- 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

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

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escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

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(q0fzcv55qhaeqs45jpyq5i45))/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.

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.

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EXHIBIT C
METHOD OF PAYMENT

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 $3,000,000.00; 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 1, Lancaster	1/Ton	$63.94

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.

Delivery Liquidated Damages
Initial Fill
Failure to complete the initial fill-up by October 26, 2020 for NHDOT sheds in District 1. Failure to complete the initial fill in by October 26, 2020 shall result in the liquidated damages as specified in

Contractor Initials
Date 9/18/2020

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

Moisture

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

Contractor Initials

Date 9/18/2020

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

- The amount of liquidated damages will be assessed for gradations that exceed the maximums specified in the Detailed Specifications for Mined Rock Salt contained in this Contract.
- 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 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.

Payment of Bonuses / Billing of Penalties

NHDOT will make payment of any bonuses awarded in the same time frame as any assessed Liquidated Damages. Any bonuses will be offset by Liquidated Damages due and will be shown on the Statement of Liquidated Damages. If during the same time frame, bonuses are awarded but no Liquidated Damages are assessed, a check made payable to the contractor will be issued. A summary of the NHDOT laboratory test results will accompany the statement. Bonuses shall be awarded on the same notice cycle as the Liquidated Damages.

Contractor Initials AP

Date 9/18/2020

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 9/18/2020

EXHIBIT D

RFB #2314-20 is incorporated here within.

Contractor Initials _____
Date 9/18/2020

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 MORTON SALT, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 05, 2010. 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.

Business ID: **634412**

Certificate Number: **0005006491**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of September A.D. 2020.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2019

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
Willis of Illinois, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI Global Insurance Company	41343
INSURER B: Zurich American Insurance Company	16535
INSURER C: American Zurich Insurance Company	40142
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 606060090

CERTIFICATE NUMBER: W14795193 REVISION NUMBER:

COVERAGES

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLD11429-10	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Comp Ded: $1000 X Coll Ded: $1000			BAP 6221209 06	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 100,000			CUD11430-10	01/01/2020	01/01/2021	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 6221212 06	01/01/2020	01/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Workers Compensation & Employers Liability Per Statute			WC 6221213 06	01/01/2020	01/01/2021	E.L. Each Accident E.L. Disease-EA EMPL E.L. Disease-Pol Lmt	$1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

State of New Hampshire
Purchasing Agent
Mr. Michael P Walsh II
State House Annex
25 Capitol Street Room 102
Concord, NH 03301

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.	NAMED INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is named Additional Insured as respects the continuing operations of the Named Insured

NAIC#: 16535

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

POLICY NUMBER: EWS 6221214 06 EFF DATE: 01/01/2020 EXP DATE: 01/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. Each Accident	$1,000,000
& Employers Liability	E.L. Disease-EA EMPL	$1,000,000
Per Statute	E.L. Disease-Pol Lmt	$1,000,000

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SR ID: 18972355 BATCH: 1500419 CERT: W14795193

CERTIFICATION

I, Daniel P. Thompson, Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of the delegation of authority signed by Mark L. Roberts and Timothy McKean of Morton Salt, Inc. effective January 1, 2020 for the Company's bulk deicing sales contracts, issued pursuant to the authority granted in the resolutions duly adopted on January 1, 2020 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.

2. Mark L. Roberts is the President and Chief Executive Officer of Morton Salt, Inc. and Timothy McKean is the Vice President, Treasurer and Chief Financial Officer of Morton Salt, Inc. as of the date hereof, and as such are the duly authorized signatories of the delegation of authority described in 1. above.

Daniel P. Thompson
Assistant Secretary
Morton Salt, Inc.

Dated: 9/18/2020

DELEGATION OF AUTHORITY AND POWER OF ATTORNEY
UNDER THE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS
ON JANUARY 1, 2020

For Morton Salt, Inc.

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc. ("MSI") on January 1, 2020 and in accordance with MSI's Delegation of Authority Policy, we hereby issue and adopt the Delegation of Authority Signature Authorization matrix attached hereto as Exhibit A, which designates the persons (by position or job title) authorized to sign and execute certain types of contracts and documents on behalf of MSI and the corresponding authority amounts for each such authorized signatory.

Effective Date: January 1, 2020

Morton Salt, Inc.

Mark L. Roberts
President and Chief Executive Officer

Morton Salt, Inc.

Timothy McKean
Vice President, Treasurer and Chief Financial Officer

EXHIBIT A

DELEGATION OF AUTHORITY FOR BULK DEICING/ICE CONTROL CONTRACTS UNDER THE CORPORATE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS OF MORTON SALT, INC. ON JANUARY 1, 2020

Morton Salt, Inc. requires the signature of two authorized representatives of Morton Salt, Inc. for all of its contracts for the sale of bulk deicing/ice control ("BDI") products, with the first signatory having the requisite dollar authority level to sign.

Pursuant to the Delegation of Authority and Power of Attorney granted pursuant to the resolutions adopted by the Board of Directors of Morton Salt, Inc. on January 1, 2020, any two of the following employees of Morton Salt, Inc. are authorized to execute and deliver contracts and related documents for the sale of bulk-deicing or ice control ("BDI") products based on the total Contract Value, which is defined as the amount of sales revenue (price per ton multiplied by number of tons) for the entire contract term, not including any early termination rights or optional renewal terms:

First or Second signatory: Any of the following individuals may sign as a First Signatory in accordance with their corresponding dollar authority level based on total Contract Value, or as a Second Signatory regardless of their dollar authority level.	
Title/Job Position	**Maximum Dollar Authority based on Contract Value**
Chief Executive Officer	Unlimited
Chief Financial Officer, Vice President & Treasurer	$50,000,000
Vice President, General Counsel & Secretary	$50,000,000
Vice President, Bulk Deicing Sales and Marketing	$25,000,000
Director, Bulk Deicing US Government Sales	$5,000,000
Director, Bulk Deicing US Commercial Sales	$5,000,000

Second Signatory only: The following individuals may sign only as the Second Signatory, along with a First Signatory from the table above, who has the requisite dollar authority based on total Contract Value.	
Title/Job Position	**Authority (no dollar amount)**
Director, Bulk Deicing Marketing	May sign only as a second signatory
Manager, Business Process Improvement & Marketing Technology	May sign only as a second signatory
Manager, US Communities Bidding & Reporting	May sign only as a second signatory
Manager, Innovation & Special Projects	May sign only as a second signatory