

RESOLUTION NO. 2018-75

A RESOLUTION AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) FOR ROCK SALT PURCHASED THROUGH AN AGREEMENT BETWEEN MORTON SALT INCORPORATED AND THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY FOR THE PURPOSE OF FURNISHING BULK DEICING ROCK SALT TO THE CITY OF HURON AND VARIOUS OTHER POLITICAL SUBDIVISIONS THROUGHOUT ERIE COUNTY DURING THE 2019 CALENDAR YEAR

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

**SECTION 1.** That the Board of County Commissioners of Erie County, Ohio having advertised for bids, awarded such and entered into agreement with Morton Salt, Inc., for \$77.28/ton (delivered) for the purpose of furnishing bulk highway deicing rock salt for the calendar year of 2019 for the Erie County Engineer and various other political subdivisions with the City of Huron being allocated up to 1,000 tons according to the provisions outlined in said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

  
\_\_\_\_\_  
Brad Hartung, Mayor

ATTEST:   
Clerk of Council

ADOPTED: 09 OCT 2018

RESOLUTION NO. 18-384

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH MORTON SALT, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 20th day of September, 2018, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and William J. Monaghan.

Mr. Monaghan introduced the following resolution and moved its adoption.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:**

THAT, this Board hereby enters into an agreement with Morton Salt, Inc., 444 W. Lake Street, Suite 3000, Chicago, IL 60606, for the purpose of furnishing rock salt for highway ice control during the 2019 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

**Roll Call:** Mr. Monaghan, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

**Adopted:** September 20, 2018

**CERTIFICATE**

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #215.

Carolyn L. Hauenstein Clerk  
Board of County Commissioners  
of Erie County, Ohio

Approved by County Administrator Peter S. Daniel  
Peter S. Daniel



Dave Yost  
Ohio Auditor of State

LT

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: MORTON SALT, INC.  
Date: 8/29/2018 11:40:00 AM

This search produced the following list of 10 possible matches:

Name/Organization	Address
Laptops and More, Inc., Moreland, Nellie Morell, Tina	9403 Scottsdale Drive
Morgan, Roberta E	6256 Cary Avenue
Morgan, Angel	4870 Hunt Road, Suite 1
Morgan, Stacy	123 Brumbaugh Court
Morris, Christine	1002 Michele Court
Morris, James	
Morris, Sara	4852 Klondike Road
Morris, Walter	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

## CONTRACT

This contract made and entered into this 20 day of September, 2018, by and between Morton Salt, Inc., 444 West Lake Street, Suite 3000, Chicago, Illinois 60606, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

### WITNESSETH:

The Supplier shall furnish 10,175 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2019 calendar year (1/01/19 – 12/31/19). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

### TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
<b>Erie County Engineer, Highway Dept.</b>	<b>3,100</b>	<b>\$71.50/ton</b>	<b>221,650.00</b>	<b>\$77.28/ton</b>	<b>239,568.00</b>
<b>Erie County Facilities Dept.</b>	<b>150</b>	<b>71.50/ton</b>	<b>10,725.00</b>	<b>77.28/ton</b>	<b>11,592.00</b>
Berlin Township	200	71.50/ton	14,300.00	77.28/ton	15,456.00
Florence Township	100	71.50/ton	7,150.00	77.28/ton	7,728.00
Groton Township	100	71.50/ton	7,150.00	77.28/ton	7,728.00
Huron Township	500	71.50/ton	35,750.00	77.28/ton	38,640.00
Margaretta Township	250	71.50/ton	17,875.00	77.28/ton	19,320.00
Milan Township	600	71.50/ton	42,900.00	77.28/ton	46,368.00
Oxford Township	175	71.50/ton	12,512.50	77.28/ton	13,524.00
Perkins Township	800	71.50/ton	57,200.00	77.28/ton	61,824.00
Village of Berlin Heights	100	71.50/ton	7,150.00	77.28/ton	7,728.00
Village of Castalia	200	71.50/ton	14,300.00	77.28/ton	15,456.00
Village of Milan	400	71.50/ton	28,600.00	77.28/ton	30,912.00
City of Huron	1,000	71.50/ton	71,500.00	77.28/ton	77,280.00
City of Sandusky	2,500	71.50/ton	178,750.00	77.28/ton	193,200.00
<b>Total Estimated Requirements</b>	<b>10,175</b>		<b>\$727,512.50</b>		<b>\$786,324.00</b>

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$71.50/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$77.28/Ton, not to exceed \$251,160.00 (\$239,568.00 – Erie County Engineer, \$11,592.00– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 13, 2018, the terms and conditions of the Contract shall prevail.

#### **SUPPLIER SERVICE REQUIREMENTS**

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Morton Salt, Inc. on August 16, 2018.

#### **SUPPLIER RESPONSIBILITIES**

The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

#### **TERM**

This contract shall remain in effect from January 1, 2019 through December 31, 2019.

#### **INDEMNITY**

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

#### **INSURANCE REQUIREMENTS**

The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

#### **MODIFICATION**

This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

#### **NOTICE TO PROCEED**

The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1<sup>st</sup> of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

#### **NON-DISCRIMINATION**

The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

**FINDINGS FOR RECOVERY**

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

**COUNTERPARTS**

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

**COMPONENT PARTS OF THIS CONTRACT**

The executed contract documents shall consist of the following:

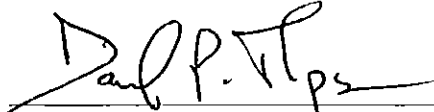
- a. This Contract
- b. Signed copy of Bid
- c. Bid Specifications
- d. Erie County Commissioner's Resolution to enter into an Agreement

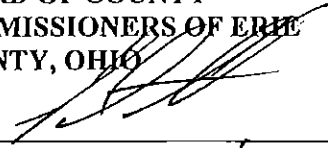
These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

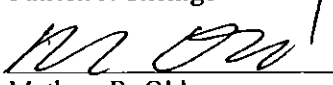
MORTON SALT, INC.

BOARD OF COUNTY  
COMMISSIONERS OF ERIE  
COUNTY, OHIO

  
Signature Daniel P. Thompson

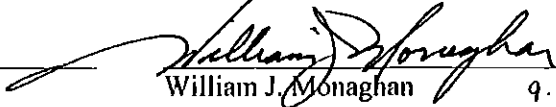
  
Patrick J. Shenigo

Title V.P of Bulk Deicing Sales & Marketing

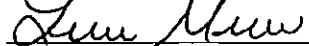
  
Mathew R. Old

27-3146174

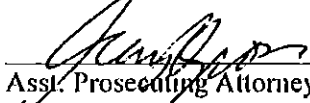
Taxpayer I.D. #

  
William J. Monaghan

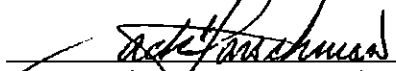
9.30.18

  
Leanne Miller, Manager, U.S BDI Planning &  
Reporting

Approved as to Form:

  
Asst. Prosecuting Attorney

Approved as to Content:

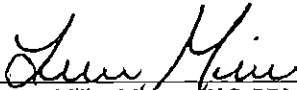
  
Jack Farschman, P.E., P.S. Erie County Engineer

  
Gary Weilnau, Building & Grounds Superintendent

**CONTRACT LIMITATION CERTIFICATE**

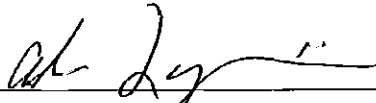
I, Leanne Miller, on behalf of **MORTON SALT, INC.**,  
(Name of representative of vendor)

do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$251,160.00 UNLESS** the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **MORTON SALT, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **\$251,160.00, UNLESS** expenditures are approved by the Board.

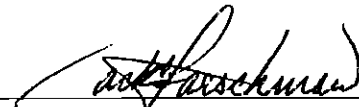
  
\_\_\_\_\_  
Leanne Miller, Manager, U.S. BDI Planning & Reporting  
Representative of Vendor

Sworn to before me and subscribed in my presence this 7th day of September,  
2018.



  
\_\_\_\_\_  
(Notary Public)

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Jack Farschman, P.E., P.S., Erie County Engineer

  
\_\_\_\_\_  
Gary Weilnau, Building & Grounds Superintendent



ATTACHMENT C

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES

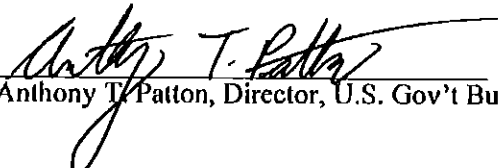
O.R.C. 5719.042

Illinois  
STATE OF ~~OHIO~~:

SS: 27-3146174

TO: Board of Erie County Commissioners

The undersigned, being first duly sworn, having been awarded a contract by you for "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL" hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

  
\_\_\_\_\_  
Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Sworn to before me and subscribed in my presence this 13th day of August, 20 18.

  
\_\_\_\_\_  
Notary Public



ATTACHMENT D  
NON-COLLUSION AFFIDAVIT

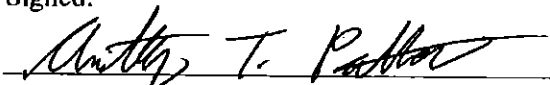
State of ~~Ohio~~ Illinois

~~Franklin~~ County

BID Identification: "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"

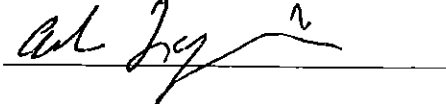
CONTRACTOR Anthony T. Patton, being first duly sworn, deposes and says that he is Director, U.S. Gov't Bulk Deicing Sales & Marketing (sole owner, a partner, president, secretary, etc.) of Morton Salt, Inc. the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the CONTRACTING AUTHORITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

  
\_\_\_\_\_  
Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Subscribed and sworn to before me this 13th day of August, 2018.

Seal of Notary

  
\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2017

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> Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (AG, No, Ext): 1-877-945-7378      FAX (AG, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	<b>INSURER A:</b> HDI Global Insurance Company      NAIC # 41343	
	<b>INSURER B:</b> Zurich American Insurance Company      16535	
	<b>INSURER C:</b> American Zurich Insurance Company      40142	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: W4875861**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

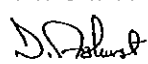
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLD1142908	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 6221209 04	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 100,000			CUD11430-08	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<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 <input type="checkbox"/> No    N/A			WC 6221212 04	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>WORKERS COMPENSATION &amp; EMPLOYERS' LIABILITY</b> PER STATUTE			WC 6221213 04	01/01/2018	01/01/2019	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMP \$1,000,000 E.L. DISEASE-POL LIM \$1,000,000

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

Re: 2016 Rock Salt Contract, Erie County, Ohio  
SEE ATTACHED

### CERTIFICATE HOLDER

### CANCELLATION

Erie County 2900 Columbus Avenue, Annex Building Sandusky, OH 44870	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 

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

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

**ADDITIONAL REMARKS**

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

Erie County Commissioners is included as an Additional Insured as respects to General Liability.

**INSURER AFFORDING COVERAGE:** Zurich American Insurance Company **NAIC#:** 16535  
**POLICY NUMBER:** EWS 6221214 04 **EFF DATE:** 01/01/2018 **EXP DATE:** 01/01/2019

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
WORKERS COMPENSATION & EMPLOYERS' LIABILITY	E.L. EACH ACCIDENT	\$1,000,000
PER STATUTE	E.L. DISEASE-EA EMP	\$1,000,000
	E.L. DISEASE-POL LIM	\$1,000,000



Bureau of Workers'  
Compensation

30 W. Spring St.  
Columbus OH 43216-2266

Governor John R. Kasich  
Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov  
1-800-644-6292

### CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy Number and Employer Name 20005653  MORTON SALT INC 444 W LAKE ST STE 3000 CHICAGO, IL 60606-0090	Period Specified Below  October 01, 2017 to October 01, 2018
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BWCLT0921A00961830200

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Sarah D. Morrison  
Administrator/CEO

BWC-7201

SI-1

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.  
444 West Lake Street, Suite 3000  
Chicago, IL 60606

### SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company  
P.O. BOX 3967  
Peoria, IL 61612-3967

### Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Erie County Commissioners  
2900 Columbus Avenue  
Sandusky, OH 44870

BOND AMOUNT: \$ 10% of total bid amount

### PROJECT: Furnishing Salt

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

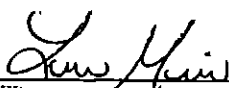
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13<sup>TH</sup> day of August, 2018

  
\_\_\_\_\_  
(Witness) Jacob McConnell, BDI Process Efficiency Lead

Morton Salt, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title) Anthony J. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

  
\_\_\_\_\_  
(Witness) Leahne Miller, Manager, US BDI Planning & Reporting


RLI Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Mariola Garcia, Attorney-in-Fact

STATE OF ILLINOIS  
COUNTY OF COOK

On this 13th day of August, 2018, before me personally appeared Mariola Garcia, known to me to be the Attorney-in-Fact of RLI Insurance Company the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first written above.

  
\_\_\_\_\_  
(Notary Public)



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Anthony Patton, Na-Tia Douglas, Leanne Miller, Daniel P. Thompson, Robert H. George, Natosha Hunt-Mobley, Ayanna Jefferson-Williams, Andrew Lorenzini, Nancy Torres, Mariola Garcia, Steve Downie, Joshua Sartori, jointly or severally

in the City of Chicago, State of Illinois its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of October, 2017.



RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 19th day of October, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk Notary Public



### CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this \_\_\_\_\_ day of \_\_\_\_\_.

RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary