

#### **ERIE COUNTY WATER AUTHORITY**

INTEROFFICE MEMORANDUM

August 10, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Brenden P. Stoll, Engineering Draftsworker  $\mathcal{BPS}$ 

 Subject: Furnishing and Delivering of Caustic Soda (50% Solution of Sodium Hydroxide) Membrane Grade to the Erie County Water Authority for use in the Treatment of Water for Two Years from November 1, 2021 through October 31, 2023 ECWA Project No. 202100104

On Tuesday, July 20, 2021, the Authority received two (2) bids for the above referenced contract. The bids were reviewed and a mathematical check has been performed.

The low bidder, JCI Jones Chemicals, Inc. (JCI) is an established supplier of chemicals to the Authority. JCI, during past business transactions and chemical deliveries to ECWA facilities, has always fulfilled their contract requirements in a reliable and competent manner, delivering quality product in a timely fashion according to the Authority Contract specifications.

Since Jones Chemicals Inc. (JCI) has provided adequate proof of insurance, that has been approved by The Authority's Claims Representative/Risk Manager, and MWBE requirements are not applicable for this contract, the Engineering Department therefore recommends the award of the above-referenced contract to JCI Jones Chemicals, Inc.in the amount of \$950,000.00, subject to legal review.

#### **Budget Information:** Sturgeon Point

Unit: 1015 O & M Line Item 13: Chemicals Acct: 401000 640113

#### Van De Water

Unit: 1010 O & M Line Item 13: Chemicals Acct: 401000 620213

Attached please find the following documents:

- 1. ECWA Authorization Form.
- 2. ECWA Recommendation for Award of Contract form.
- 3. Bid Tabulation.
- 4. Three copies of Invitation to Bid for execution by ECWA Chairman.

BPS:jmf Attachments cc: R.Stoll M.Wymer D.Patton L.Lester CHEM-158-2101-X-12

Project Tite:		FURNISH AND DELIVER CAUSTIC SODA (50% solution of sodium hydroxide) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR TWO YEARS FROM NOVEMBER 1ST 2021 THROUGH OCTOBER 31, 2023		
ECWA Project:			202100104	
		Advertised Source	Date	
CONSTRUCTION EXCHANGE		TRUCTION EXCHANGE	6/25/2021	
	NYS C	ONTRACT REPORTER	6/25/2021	
Bid opening Date:		7/20/2021	10:30 AM	1

JCI Jones Chemical Inc.

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	2000	Caustic Soda for Sturgeon Point WTP	\$380.00	\$760,000.00
2	500	Caustic Soda for Van De Water WTP	\$380.00	\$ <del>190,000.0</del> 0
		·	Total	\$950,000.00

Univar Solutions USA

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	2000	Caustic Soda for Sturgeon Point WTP	\$381.50	\$763,000.00
2	500	Caustic Soda for Van De Water WTP	\$381.50	\$190,750.00
	•		Total	\$953,750.00

#### ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM For Approval/Execution of Documents (check which apply)

Contract:   Project No.:   202100104     Project Description:   Furnish and Deliver Caustic Soda (50% Solution of Sodium Hydroxide)     Membrane Grade to the ECWA for Use in the Treatment of Water for Two Years from     November 1, 2021 through October 31, 2023.					
Item Description:     Agreement   Professional Service Contract   Amendment     BCD   NYSDOT Agreement   X Contract Docume     X Recommendation for Award of Contract   Recommendation     Request for Proposals   Other					
Action Requested:     X   Board Authorization to Execute   X   Legal Approval     X   Board Authorization to Award   X   Execution by the Chairman     Board Authorization to Advertise for Bids   Execution by the Secretary to the Authority     Board Authorization to Solicit Request for Proposals   Other					
Approvals Needed:APPROVED AS TO CONTENT:XSr. Production EngineerXChief Operating OfficerXExecutive EngineerXDirector of AdministrationXRisk ManagerXChief Financial OfficerXChief Financial OfficerXExecutive EngineerXMallyDate:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/2021Date:08/11/201Date:08/11/201					
Remarks:					

**Resolution Date:** 

#### ERIE COUNTY WATER AUTHORITY RECOMMENDATION FOR AWARD OF CONTRACT

Contract: Project Description:	Project No.:202100104Furnish & Deliver Caustic Soda (50% Solution of Sodium Hydroxide) MembraneGrade to the Erie County Water Authority for Use in the Treatment of Water forTwo Years from November 1, 2021 through October 31, 2023.			
CONTRACT AWAR Contractor/Supplier: Award Amount:	D JCI Jones Chemicals, In \$950,000.00	າຕ.		
BID SUMMARY: Date Advertised for F	Bids: 06/25/2021	Date of Bid O	pening 07/20/2021	
Date Advertised for Bids: 06/25/2021 Bidder JCI Jones Chemicals, Inc. Univar Solutions USA			Total Bid Amount     \$950,000.00     \$953,750.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00	
Attachments: APPROVALS (Selec	X Bid Tabulation			
WMBE APPROVAL No Fu	o Waiver 11 Waiver rtial Waiver		Date	
INSURANCE APPR		Molly Jo Musura	Date08/09/2021	
NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL				
Coordinator of Employee Relations Date				
Remarks: <u>Unit Price Contract.</u>				

FURNISH AND DELIVER CAUSTIC SODA (50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR TWO YEARS FROM NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2023

Project No. 202100104

### Erie County Water Authority 3030 Union Road Cheektowaga, New York 14227





Project No.: 202100104 Contract No.: \_\_\_\_\_

#### CONTRACT

#### FURNISH AND DELIVER CAUSTIC SODA (50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR TWO YEARS FROM NOVEMBER 1, 2021 THROUGH OTOBER 31, 2023

This Agreement, effective August 19, 2021 ("Effective Date"), is by and between

#### ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350 Buffalo, New York 14203

hereinafter referred to as the "Authority," and

#### JCI JONES CHEMICALS, INC.

100 Sunny Sol Boulevard Caledonia, New York 14423

hereinafter referred to as the "Supplier."

The Authority seeks to enter into an agreement with the Supplier to furnish and deliver Caustic Soda upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Supplier agree as follows:

#### **ARTICLE 1 – THE PROCUREMENT**

**1.01** The Supplier shall furnish and deliver Caustic Soda (50% Solution of Sodium Hydroxide) Membrane Grade ("Caustic Soda") at the pricing set forth in Article 4 of this Agreement. The Authority will notify the Supplier periodically throughout the duration of this Agreement when Caustic Soda is to be delivered and in what quantities.

**1.02** The Supplier shall furnish and deliver the Caustic Soda upon the following terms and conditions:

- A. The Caustic Soda shall meet the specifications which are attached to, and incorporated in this Agreement as Appendix A.
- B. The Caustic Soda must conform to the requirements of AWWA Standard B501-19, or latest version. The Caustic Soda should be certified as suitable for contract with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60 (Drinking Water Treatment Chemicals Health Effects).

C. The Supplier agrees to abide by all environmental laws and regulations relating to the sale and transport of Caustic Soda. The Supplier agrees to hold the Authority harmless for any liabilities arising from any breach by the Supplier of any applicable environmental law or regulation.

**1.03** Technical Specifications set forth in the Invitation to Bid are attached to, and incorporated in, this Agreement as Appendix A.

**1.04** In response to the Authority's Invitation to Bid, the Supplier submitted and signed Bid Documents and Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix B.

**1.05** This Agreement shall remain in effect from November 1, 2021 through October 31, 2023. The parties may agree in writing to extend this Agreement under the same terms and conditions or upon such terms and conditions acceptable to the Authority for an additional one-year term.

#### **ARTICLE 2 – COMPLIANCE**

**2.01** The Authority and the Supplier shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.

**2.02** The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Invitation to Bid, the Supplier signed and submitted the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement as Appendix A.

**2.03** The Supplier shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Invitation to Bid, the Supplier signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which are attached to, and incorporated in, this Agreement as Appendix B.

**2.04** By executing this Agreement, the Supplier affirms under the penalties of perjury that there was no collusion in the bid submitted to the Authority, upon which forms the basis of this Agreement.

**2.05** The Supplier shall comply with the provisions of the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Supplier submitted and signed the Offerer's Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix B.

**2.06** The Supplier shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

**2.07** If the Supplier, its employees, agents and subcontractors wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information:

(a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Supplier's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

**2.08** *Health Screening Questionnaire:* Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Supplier, its employees and agents shall comply with all health and safety rules and regulations adopted by the State of New York or the Authority, including, but not limited to, completing an online health screening questionnaire before entering any Authority worksite.

#### **ARTICLE 3 – PRICING AND DELIVERY SCHEDULE**

**3.01** The Supplier shall deliver Caustic Soda within seven (7) days of receipt of an Authority Purchase Order. No Caustic Soda shall be delivered unless ordered by the Authority. No extensions of time will be granted except in writing by the Authority's Executive Engineer, in the Authority's sole discretion. The parties agree that time is of the essence for this Agreement.

**3.02** The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery.

- A. The Caustic Soda is to be delivered to the Authority's Water Treatment Plants:
  - 1. Sturgeon Point Water Treatment Plant, 722 Sturgeon Point Road, Derby, New York 14047.
  - 2. Jerome D. Van de Water Water Treatment Plant, 3750 River Road (Route 266), Tonawanda, New York 14150.
- B. All deliveries will be made on weekdays between 8:00 a.m. and 3:00 p.m.

**3.03** The Supplier agrees the unit price for materials and supplies under this Agreement shall remain firm until all materials and goods are delivered. The Supplier understands no cost increase shall be charged for any reason whatsoever.

**3.04** The Supplier guarantees to the Authority the price offered for materials and supplies will be no higher than those offered to any other governmental or commercial consumer.

A. If the Supplier has a New York State or a Federal GSA contract for any of the items covered under this Agreement or any similar items, the Supplier shall supply such items, if acceptable to the Authority, when the price for such item is no higher than the quoted price in this Agreement.

B. If the Supplier offers any CASH discount, the Suppliers agree to invoice the Authority for a price not higher than offered under the CASH discount.

**3.05** The Supplier shall be responsible for the payment of all freight, cartage, rigging, postage or other transportation charges relating to furnishing all necessary materials. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in §§ 4.01 and 4.02 of this Agreement and include all freight, cartage, rigging, posting and other transportation charges in such proposed lump sum payment pursuant to the Bid Instructions. Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage or other transportation charges relating to furnishing all necessary materials to the worksite.

**3.06** The Authority is exempt from taxation. The Supplier shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

#### **ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES**

**4.01** The Supplier agrees to accept the unit price of **\$380.00** for furnishing, delivering and unloading each liquid ton (2,000 pounds) of Caustic Soda to the Sturgeon Point Water Treatment Plant.

**4.02** The Supplier agrees to accept the unit price of **\$380.00** for furnishing, delivering and unloading each liquid ton (2,000 pounds) of Caustic Soda to the Jerome D. Van de Water - Water Treatment Plant.

**4.03** The Supplier agrees and understands the Authority will not pay interest or late charges or refund discount amounts taken after the discount period. All materials and supplies shall be priced as of the date of invoice or delivery, whichever is lower.

**4.04** The Authority reserves the right to audit the Supplier's records to verify bills submitted and representations made. For this purpose, the Supplier agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of Supplier's final bill to complete its audit. If the audit establishes an overcharge, the Supplier agrees to refund the excess.

#### **ARTICLE 5 – GENERAL PROVISIONS**

**5.01** <u>Subcontract and Assignments</u>: The Supplier may not subcontract or delegate any of the obligations of the Supplier without the express written consent of the Authority's Executive Staff. The Authority and the Supplier bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Supplier shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

**5.02** <u>Amendments:</u> Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

**5.03** <u>*Right to Terminate:*</u> The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier shall not be entitled to lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

**5.04** <u>Indemnification</u>: To the fullest extent permitted by law, the Supplier agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Supplier's performance under this Agreement and those of its subcontractors or anyone for whom the Supplier is legally liable.

B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Supplier harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

#### 5.05 *Insurance*:

- A. The Supplier shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix C.
- B. The Supplier shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

**5.06** <u>*Warranty:*</u> When applicable, the Supplier will endeavor to acquire materials with third party warranties that are assignable to the Authority. Unless otherwise stated in this Agreement, the Supplier agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Supplier's obligation under this section is independent of any other obligations stated in this Agreement.

**5.07** <u>New York Law and Jurisdiction</u>: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Supplier and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

**5.08** <u>Conflicts of Interest</u>: The Supplier represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Supplier from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Supplier will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Supplier. So long as the Supplier reports such a conflict as required by this section, the Supplier will have no further obligations under the terms of this Agreement.

**5.09** <u>Additional Conditions</u>: The Supplier and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of materials and supplies to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

**5.10** <u>Entire Agreement</u>: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

**5.11** <u>Independent Status</u>: Nothing contained in the Agreement shall be construed to render either the Authority or the Supplier, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Supplier shall remain an independent Supplier responsible for its own actions. The Supplier is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

**5.12** *Doing Business Status*: The Supplier represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

**5.13** <u>*Force Majeure*</u>: The Supplier shall not be liable to the Authority for any failure to perform the Services if any such failure is caused by forces beyond the Supplier's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, actors or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God acts of a public enemy or terrorism, epidemics or pandemics, including, issues arising out of the COVID-19 pandemic, which may include

without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.

#### 5.14 *Gratuities, Illegal or Improper Schemes*:

- A. The Supplier shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Supplier or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Supplier, the Supplier's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that the Supplier engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

**5.15** *Notice:* Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

#### **ARTICLE 6 – SEVERABILITY**

**6.01** Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

#### **ARTICLE 7 – TERMINATION**

**7.01** The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Supplier in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Supplier in accordance with the written notification terms of this Agreement.

#### ERIE COUNTY WATER AUTHORITY

By\_\_\_\_\_ Jerome D. Schad, Chair

#### JCI JONESH CHEMICALS, INC.

By\_\_\_\_\_ Deborah Stella, Sales Coordinator

## STATE OF NEW YORK)COUNTY OF ERIE) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)COUNTY OF ERIE) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally came Deborah Stella , to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_\_, New York, that he is the Sales Coordinator of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

#### APPENDIX A

**Technical Specifications** 

#### **TECHNICAL SPECIFICATIONS**

#### FURNISH AND DELIVER CAUSTIC SODA(50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR PROJECT No. 202100104

#### 1. WORK INCLUDED:

The SUPPLIER shall furnish, deliver and unload F.O.B., to the point of delivery, caustic soda having a sodium hydroxide content of 50 percent to the Erie County Water Authority (the "Authority") Water Treatment Plants described below.

#### 2. CHARACTER OF CAUSTIC SODA:

The SUPPLIER shall furnish Caustic Soda membrane grade which contains no soluble materials or organic substances in quantities capable of producing deleterious or injurious effect on the health of those consuming water that has been treated properly with the sodium hydroxide. The Caustic Soda furnished shall be processed by the mercury-free membrane method. The Caustic Soda shall conform to the requirements of AWWA Standard B501-19 or the latest version. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60 (Drinking Water Treatment Chemicals - Health Effects).

An affidavit of compliance with the above specifications is required and shall be submitted with the bid. Liquid sodium hydroxide supplied according to the provision of this standard shall contain approximately 50 percent sodium hydroxide (NaOH)

#### 3. WATER TREATMENT PLANT LOCATIONS:

A.	STURGEON POINT WATER TREATMENT PLANT				
	722 Sturgeon Point R	Road, Derby, New York 14047 (Town of Evans).			
	TELEPHONE:	(716) 685-8340			
	FAX:	(716) 685-8359			

B. JEROME D. VAN DE WATER -WATER TREATMENT PLANT
3750 River Road (Route 266), Town of Tonawanda, New York 14150.
TELEPHONE: (716) 685-8320
FAX: (716) 685-8339

#### 4. <u>SITE INSPECTION:</u>

Bidders shall be familiar with sites to determine the utilities available, the pumping requirements, the site conditions, the connecting facilities necessary and all other items pertinent to their bid and

performance of contract. If requested, the Authority will enable Bidder to visit the site above prior to placing a Bid. To schedule a site visit, Bidders shall contact:

Brenden Stoll, Engineering Draftsworker ERIE COUNTY WATER AUTHORITY Service Center 3030 Union Road Buffalo, New York 1227 (716) 685-8523-Office (716) 818- 8472-Mobile bstoll@ecwa.org

#### 5. <u>DELIVERY AND UNLOADING:</u>

Bulk quantities of product are sealed with a unique number, tamper-evident seal. The seal number shall be recorded and disclosed on the shipping document such as the Bill of Lading. Seals shall be inspected upon receipt of the product by the purchaser, and evidence of tampering or removal should be reported to the carrier and supplier. These seals shall be demonstrated intact to plant personnel prior to unloading product. Tankers without adequate seals shall be reported and any associated shipping and handling or removal costs shall become the responsibility of the SUPPLIER.

The SUPPLIER shall provide at least 24-hours of notice (by email, fax or telephone) prior to a shipment to the Authority's treatment plants. The name of the delivery operator and truck plate information shall be supplied to plant personnel prior to delivery. The delivery operator shall be required to present valid photo identification upon request.

Deliveries are to be made in truckload quantities on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. on dates as scheduled by the Authority. If requested, shipments must be received within seven (7) days after the SUPPLIER is notified that a shipment is required. The Authority will accept changes in delivery schedules requested by the SUPPLIER provided that they do not interfere with the normal operation of the plant. The Authority also reserves the right to make reasonable changes in delivery schedules when necessary. It shall be the responsibility of the SUPPLIER and/or his shipping agent to prevent any contamination of the caustic soda during the loading, delivery and unloading of the tank truck.

General assistance to the SUPPLIER will be provided. However, it shall be the responsibility of the SUPPLIER and/or his shipping agent to provide all the necessary hose and adaptor fittings so that he can properly connect to the Authority's unloading stations. The driver delivering the product will notify the operator in responsible charge of the Treatment Plant before the shipment unloading begins. It shall be the responsibility of the trucker to make the necessary connections for unloading and to properly disconnect when the unloading is completed. He is also required to clean up any spills which he may cause during the unloading operation.

Equipment required to unload the caustic soda from the delivery truck into the storage tanks must be self-contained in the delivery truck and capable of unloading the tank truck in the allotted time. The AUTHORITY shall not be responsible for delays in unloading caused by either inadequate or faulty equipment supplied by the trucker.

#### 6. <u>SAFETY DATA SHEET:</u>

The SUPPLIER is to furnish one (1) copy of the Safety Data Sheet (SDS) with each shipment delivered.

#### 7. <u>SAMPLING AND TESTING:</u>

Each shipment shall be sampled and tested by the SUPPLIER in accordance with AWWA Standard B501-19 or latest version, ASTM E291-09 - Standard Test Methods for Chemical Analysis of Caustic Soda (Sodium Hydroxide). The SUPPLIER shall furnish the Authority a Certificate of Analysis for each shipment. The certificate of Analysis should accompany each shipment if feasible or should be e-mailed to the address as shown below so as to arrive not later than five (5) days after the shipment is made:

David M. Patton, PE, Senior Production Engineer ERIE COUNTY WATER AUTHORITY Sturgeon Point Water Treatment Plant 722 Sturgeon Point Rd Derby, New York 14047 (716) 685-8229 dpatton@ecwa.org

#### 8. <u>NOTICE OF NONCONFOMANCE</u>

If the sodium hydroxide delivered to the Authority does not meet the chemical, physical, safety or security requirements of standard AWWA B501-19 or latest revision, the Authority shall provide a notice of nonconformance to the supplier within 10 days after receipt of the shipment at the point of destination. The Authority will sample and test a shipment prior to unloading the shipment for its specific gravity (Sp. G.). The shipment specific gravity must be within 1.178 - 1.538 - (45% - 51% Caustic Soda) of the Sp. G. The concentration under this method shall be determined from the Table of Aqueous Properties of Sodium Hydroxide as published in the Handbook of Chemistry and Physics,  $91^{st}$  Edition, The Chemical Rubber Publishing Company, Cleveland, Ohio. In the event the specific gravity exceeds the limits, the Authority will reject the shipment. The Authority will be exempt from any cost incurred for the rejection of a shipment that exceeds the limits or hatch seal that has been broken prior to unloading.

The SUPPLIER shall retain a sample from each shipment sufficient in size to permit triplicate retests for each property in case of a discrepancy between the SUPPLIER's analysis and the analysis made by the Authority.

#### 9. <u>METHOD OF PAYMENT:</u>

The caustic soda will be purchased by the liquid ton (2,000 pounds) based on the weights shown on the SUPPLIER'S scales and by the determination of the sodium oxide of each shipment. The SUPPLIER'S scales shall be tested and sealed periodically by an official sealer of weights and measures, and copies of certificates attesting thereto shall be submitted to the Authority.

Each shipment shall be accompanied by a weight ticket which shall show the weight of the shipment, the serial number of the scale, the identification number of the truck and the date and hour of loading. The Authority reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing.

#### 10. PAYMENT:

Payment for each shipment will be made on the basis of the following formula:

Amt of Payment = (Net Weight received in tons) X (A/B) X (Unit Price)

Where:

- 1. A is the concentration of sodium oxide (Na<sub>2</sub>O) in the shipment as determined by the sampling and test methods as specified herein. AWWA Standard B501-19, latest revision Section 5.3 Testing Procedures for Alkali (Na<sub>2</sub>O).
- 2. B is the concentration of sodium oxide (Na<sub>2</sub>O) as specified in the Bidder's Proposal: and
- 3. The Unit Price is the dollar per ton as specified in the Bidder's Proposal (pp. 14-15).

The concentration of sodium hydroxide as determined by the SUPPLIER will be accepted for use in calculating the amount of payment provided that the SUPPLIER is not notified within four (4) days after receipt of the SUPPLIER's Certificate of Analysis that a significant discrepancy exists between the analysis made by the SUPPLIER and the analysis made by the Authority. In the event of a discrepancy a retest will be made by both parties. If a discrepancy exists after retesting and a mutual agreement cannot be reached, then litigation will be employed to resolve the discrepancy. However, pending the outcome of such a litigation, the Authority will pay for the shipment an amount based upon the concentration as determined by the analysis made by the Authority.

#### **END OF BID SPECIFICATIONS**

#### **APPENDIX B**

**Bid Documents & Proposal** 

APPENDIX B

#### BID DOCUMENTS AND PROPOSAL

#### BID DESCRIPTION: FURNISH AND DELIVER CAUSTIC SODA (50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR TWO YEARS FROM NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2023

PROJECT No.: 202100104

OPENING DATE: Tuesday, July 20, 2021 TIME: 10:30 a.m.

NAME OF	DIDDER.	JCI	JONES	CHEMICALS,	INC.
NAME OF	DIDDLR.				

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: DEBORAH STELLA

TITLE SALES COORDINATOR

SUBMISSION DATE: JULY 13, 2021

ADDRESS: 100 SUNNY SOL BLVD., CALEDONIA, NY 14423

PHONE:\_\_\_\_\_585-538-2314

# PERSON EMPLOYED BY THE BIDDER, WHO WILL BE RESPONSIBLE FOR OBTAINING BONDS AND/OR INSURANCE COVERAGE

NAME:	DEBORAH STELLA			
TITLE	SALES COORDINATOR			
ADDRESS:	100 SUNNY SOL BLVD., CALEDONIA, NY 14423			
PHONE:	585-538-2314			
EMAIL:	dstella@jcichem.com			

#### **BID ITEMS & BID SHEET**

#### BID DESCRIPTION: FURNISH AND DELIVER CAUSTIC SODA (50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR TWO YEARS FROM NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2023

#### PROJECT No.: 202100104

The Bidder agrees to perform all the following work described in the Documents for the following unit prices or lump sum prices. The Bidder also agrees that the unit price or lump sum price bid shall be full compensation for furnishing all labor, materials, tools, profit, and equipment necessary to perform the work as shown and specified.

NOTE: The quantities for the unit price items are unpredictable and the Authority has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

#### In case of discrepancy, written unit figures shall govern.

DESCRIPTION	ESTIMATED <u>QUANTITY</u>	COMPUTED TOTALS
ITEM 1 For furnishing, delivering, and unloading, Freight prepaid, approximately 2000 liquid tons of caustic soda containing 50% sodium hydroxide to the STURGEON POINT WATER TREATMENT PLANT, all in accordance with the specifications, for the unit price of: <u>THREE HUNDRED EIGHTY</u> Dollars and <u>ZERO</u> Cents (\$ 380.00/Ton) per liquid ton (2,000 pounds) of fifty (50) percent sodium Hydroxide (NaOH)	2000 Liquid Tons	\$ <u>760,000.</u> 00

ITEM 2 For furnishing, delivering, and unloading, Freight prepaid, approximately 500 liquid tons of caustic soda containing 50% sodium hydroxide to the JEROME D. VAN DE WATER TREATMENT PLANT, all in accordance with the specifications, for the unit price of: THREE HUNDRED EIGHTY Dollars and <u>ZERO</u> Cents (\$ 380.00/Ton) per liquid ton (2,000 pounds) 500 Liquid Tons \$ 190,000.00 of fifty (50) percent sodium oxide (NaOH)

### COMPUTED TOTAL FOR ITEM 1 AND ITEM 2:

NINE HUNDRED FIFTY THOUSAND Dollars \$ 950,000.00 ZERO Cents and

NOTE: Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

### ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:

SECTIONS 2875 & 2878 OF THE PUBLIC AUTHORITIES LAW REQUIRE A BIDDER'S CERTIFICATE OF NON-COLLUSION. SUCH CERTIFICATE IS PART OF THE BID OR PROPOSAL FORM, AND UNLESS COMPLIED WITH SUCH BID WILL NOT BE ACCEPTED.

Bidder certifies that he is not in arrears to the Erie County Water Authority or the County of Erie upon any debt or contract, nor is he a defaultor as surety or otherwise upon any obligation of the Erie County Water Authority or the County of Erie.

The Bidder agrees to supply all material/equipment/labor above-described at the above-quoted price and in accordance with all applicable Specifications.

NAME OF BIDDER:

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ DATE: \_\_\_\_ JULY 13,2021

JCI JONES CHEMICALS, INC.

#### INFORMATION REQUIRED FROM BIDDERS AT TIME OF CANVASS OF BIDS

To facilitate correct drawing and execution of contract, Bidder shall supply full information concerning legal status:

FIRM NAMEJCI JONES CHEMICALS, INC.
ADDRESS OF PRINCIPAL OFFICE: STREET 1765 RINGLING BLVD.
CITY SARASOTA
AREA CODE 941 PHONE 330-1537 STATE FL ZIP 34236
Check one: CORPORATION XX PARTNERSHIP INDIVIDUAL
INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK
If foreign corporation, state if authorized to do business in the State of New York:
YES NO
TRADE NAMES:NONE
ADDRESS OF LOCAL OFFICE: STREET 100 SUNNY SOL BLVD.
CITYCALEDONIA
AREA CODE 585 PHONE 538-2314 STATE NY ZIP14423
NAMES AND ADDRESSES OF PARTNERS:
JEFFREY W. JONES 1765 RINGLING BLVD., SARASOTA, FL. 34236
RYAN C. JONES "
JEFFREY R.W. JONES "
IDENTIFICATION #: (COMPLETE ONE):
Federal Employer Identification Number:16-0809645
Social Security Number:

#### INFORMATION REQUIRED FROM BIDDERS AT TIME OF CANVASS OF BIDS

List Financial References including at least one Bank and one Supplier

BANK - BBVA COMPASS
SUPPLIER - P-FLEET
Have you ever failed to complete any project or been terminated from a contract?YES
Were you ever denied a contract after being the low bidder?NO
List any lawsuits involving breach of contract in which you are a party

List on separate sheet and attach any additional information that may be of benefit to Water Authority. Successful Bidder will be required to file with Erie County Water Authority a certified copy of latest Assumed Name Certificate.

#### INFORMATION REQUIRED FROM BIDDERS

#### EXPERIENCE

- 1. How many years has your organization been in business under your present name? <u>91 YEARS</u>
- 2. What projects similar to this one has your organization completed? Include all projects done in the last three years and all projects done for the ECWA in the last five years. (A)
- 3. What projects has your organization completed under a different name? (B)
- 4. List the name of the organization referred to in Question 3 and the names of the officers of that organization

CLASS OF WORK	CONTRACT AMOUNT	WHEN COMPLETED	NAME & ADDRESS OF ENGINEER OR OWNER
A. CHLORINE	\$434,250.00	4/30/22	ECWA
CAUSTIC	\$975,000.00	10/31/21	ECWA
B. NONE			

#### INFORMATION REQUIRED FROM BIDDERS

#### **OSHA INFORMATION**

List all Occupational Safety and Health Administration Citations for the last three years, including date, subject matter, and penalty.

NONE

Attach copies of all determined Citations and Notification of Penalty, Form OSHA 2.

Describe all pending cases, giving pertinent information such as apparent violations, location of project, type of project, and present status.

NONE

List any additional information on a separate sheet and attach.

#### INFORMATION REQUIRED FROM BIDDERS REGARDING PROPOSED CONTRACT DOCUMENTS

#### Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page 35.

CHECK ONE:



YES, BIDDER has reviewed the Proposed Contract Documents.

N

NO, BIDDER has not reviewed the Proposed Contract Documents.

Failure to review the Proposed Contract Documents will result in the BIDDER being deemed NONRESPONSIVE by the Authority and therefore, ineligible to be awarded the Contract.

#### Question 2:

The BIDDER accepts the terms of the Proposed Contract Documents as drafted and agrees to execute the Contract as drafted if awarded the Bid.

CHECK ONE:

YES, BIDDER accepts the Proposed Contract Documents.

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NO, BIDDER proposes the following amendment(s) to the Proposed Contract Documents:

\*Insert Additional Page(s) if necessary.

#### Question 3 (Only provide an answer if answer to Question 2 is NO):

Is the proposed Amendment a Condition of the Bid Proposal? If the Authority rejects the proposed Amendment would the Bidder withdraw its Bid?

CHECK ONE:

			1
			₽

YES, the Amendment is a Condition of the Bid Proposal.

IF the Amendment is a Condition of the Bid Proposal and the Authority rejects the Amendment, the Authority will deem the Bid withdrawn and will proceed to award the Bid to the next lowest, responsible bidder.



NO, the BIDDER would like to negotiate the terms of the Amendment prior to the execution of the Contract.

Please answer Question 3 for each proposed Amendment to the Proposed Contract Documents and insert additional pages if necessary to provide such answers.

JCI JONES CHEMICALS, INC.

NAME OF BIDDER:

AUTHORIZED SIGNATURE: Debarah Stella

P;\CHEM\P202100104\04 Specs-Master\PN202100104 Bid Invitation SFC Caustic Soda.docx

DATE: \_\_\_\_JULY 13, 2021

#### NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

### NOTICE (Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed un	der penalty of perjury this13th	dayJUI	ΞY		_, <u>20</u>	_21
TERMS	T 30 DAYS DELIVERY DATE AT	DESTINATIO	JN			
FIRM NAM	E JCI JONES CHEMICALS, INC	2.				
	100 SUNNY SOL BLVD.					
	CALEDONIA, NY			14423		
AUTHORIZ	ZED SIGNATURE _ Devorat	1 Stell	$\sim$			
	ME OF AUTHORIZED SIGNATURE _	DEBORAH S	TELLA	A		
TYPED NA	ME OF AUTHORIZED SIGNATURE _			500 001	4	
TITLE SA	LES COORDINATOR TEL	EPHONE No.	585-	-538-231	4	

#### APPENDIX B

#### **BID SECURITY FORM**

#### BIDDER (Name and Address):

JCI Jones Chemicals, Inc.

100 Sunny Sol Blvd.

Caledonia, NY 14423

#### SURETY (Name and Address of Principal Place of Business):

Federal Insurance Company

202B Hall's Mill Road

Whitehouse Station, NJ 08889

#### OWNER:

Erie County Water Authority 295 Main Street, Room 350 Buffalo, New York 14203

#### BID

BID DUE DATE: July 20, 2021

#### PROJECT: FURNISH AND DELIVER CAUSTIC SODA (50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR TWO YEARS FROM NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2023

Project No: 202000104

#### BOND

BOND NUMBER: Bid Bond	
DATE: (Not later than Bid due date): July 20, 2021	
PENAL SUM: Five Percent of Amount Bid	5%
(Words)	(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

#### BIDDER

#### SURETY

JCI Jones Chemicals, Inc. (Seal)	Federal Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Debarah Stella Scloscoordinate	By: Willow Th
Signature and Title	Signature and Title William T. Krumm, Attorney-in-Fact
Attest: Rallen_ Signature and Title	(Attach Power of Attorney) Attest:
P,\CHEMP202100104\04 Specs-Master\PN202100104 Bid Invitation SFC	Caustic Soda.docx Page 21 of 47

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1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned. 9.01 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, scal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

#### END OF BID BOND

#### **CORPORATE ACKNOWLEDGMENT**

STATE OF

13

#### COUNTY OF

On this  $\underline{9}$  day of  $\underline{100}$  2021, before me personally came  $\underline{2000}$  and  $\underline{2000}$  before me personally came  $\underline{2000}$  and  $\underline{2000}$  be resides in  $\underline{2000}$  be resided in and say (s) he resides in  $\underline{2000}$  by that (s) he is the  $\underline{2000}$  begin and  $\underline{2000}$  of the  $\underline{1000}$  by that (s) he is the  $\underline{2000}$  begin and  $\underline{2000}$  begin and  $\underline{2000}$  begin by the corporation described in and which executed the foregoing instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by the order of the Board of Directors of the said corporation, and that (s) he signed his/her name thereto by like order.

IGA ALLEN

No. 01LI6018337 Notary Public, State of New York Qualified in Monroe County My Commission Expires 01/11/

#### SURETY ACKNOWLEDGMENT

#### STATE OF ILLINOIS

#### COUNTY OF COOK

On this <u>20th</u> day of <u>July</u> 2021, before me personally came <u>William T. Krumm</u> to me known, who being duly sworn, did depose and say (s)he resides in Libertyville, IL that (s)he is an Attorney-in-Fact of the <u>Federal Insurance Company</u> described in and which executed the foregoing instrument; that (s)he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by the order of the Board of Directors of the said corporation, and that (s)he signed his/her name thereto by like order.

NOTARY PUBLIC

Sharon A. Foulk

Page 28 of 53

NOTARY PUBLIC - STATE OF ILLINOIS

COMMISSION EXPIRES: 12/08/22

# CHUBB

#### Power of Attorney

#### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sharon A. Foulk, Patrick Gallagher, William T. Krumm, Christina Laurendi, Jon A. Schroeder, Jodie Sellers, Karen E. Socha, Cassandra L. Stone and Kathleen Weaver of Rolling Meadows, Illinois ------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of August, 2019.

#### Dawn m. Chlores

Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY

County of Hunterdon



Stephen M. Haney, Vice President



On this **15<sup>th</sup>** day of **August**, **2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



SS

KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2024

Huh A ad

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

- "RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):
  - (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company. under the seal of the Company or otherwise.
  - (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
  - (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized. for and on behalf of the Company, to appoint in writing any person the attorneyin-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the scal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
  - (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized. for and on behalf of the Company. to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
  - (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station. NJ. this July 20, 2021



Dawn m. Chieros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com 1. 1.

#### FEDERAL INSURANCE COMPANY

#### STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

#### December 31, 2020

#### (In thousands)

#### ASSETS

#### LIABILITIES AND SURPLUS TO POLICYHOLDERS

Cash and Short Term Investments United States Government, State and Municipal Bonds Other Bonds Stocks Other Invested Assets	\$ (247,647) 4,277.332 5,455,272 567,832 1,207,053	Outstanding Losses and Loss Expenses Reinsurance Payable on Losses and Expenses Unearned Premiums Ceded Reinsurance Premiums Payable Other Liabilities	\$ 7,823,012 1,421,176 2,145,775 261,276 551,641
TOTAL INVESTMENTS	11,259,842	TOTAL LIABILITIES	12,202,880
Investments in Affiliates: Great Northern Ins. Co. Vigilant Ins. Co. Chubb Indermity Ins. Co. Chubb National Ins. Co. Other Affiliates Premiums Receivable Other Assets	404,889 349,615 182,191 186,189 98,826 1,634,609 2,410,891	Capital Stock Paid-In Surplus Unassigned Funds SURPLUS TO POLICYHOLDERS	20,980 2,711,474 1,591,718 4,324,172
TOTAL ADMITTED ASSETS	<b>\$</b> 16,527,052	TOTAL LIABILITIES AND SURPLUS	\$ 16,527,052

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2020, investments with a carrying value of 507,794,700 were deposited with government authorities as required by law.

#### STATE OF PENNSYLVANIA

#### COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2020.

ŧ 1 707. DocuSioned before me this 3F894DA77386A85 Vice President Ŋ Notary Public

Commonwealth of Pennsylvania - Notary Seal Diane Wright, Notary Public Philadelphia County My commission expires August 8, 2023 Commission number 1235745

Member, Pennsylvania Association of Notaries

My commission expires





#### JCI JONES CHEMICALS, Inc. Consent to Shareholder Action

#### January 2, 2019

I, the undersigned shareholder, being the holder of all share of stock of the above company now outstanding, hereby resolve as follows:

**RESOLVED**, that all Corporate Officers generally,

- 1. Cody DeGroff, Acting Branch Manager
- 2. Debbie Stella, Office Manager

Of JCI's Caledonia, New York facility are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

Jeffrey W. Jones Chief Executive Officer & President

ATTEST:

Laura Web

CORPORATE OFFICES: 1765 RINGLING BLVD, SARASOTA, FLORIDA 34236 & TELEPHONE 941.330.1537 & TOLL FREE 800.477.1078 & FAX 941.330.9657 BRANCH LOCATIONS: WARWICK, NY CALEDONIA, NY BARBERTON, OH RIVERVIEW, MI MERRIMACK, NH CHARLOTTE, NC JACKSONVILLE, FL BEECH GROVE, IN MILFORD, VA TACOMA, WA TORRANCE, CA

WWW.JCICHEMICALS.COM


July 2, 2021

Erie County Water Authority Brenden Stoll 3030 Union Rd. Cheektowaga, NY 14227

Dear Brendon:

## AFFIDAVIT OF COMPLIANCE

### SODIUM HYDROXIDE (CAUSTIC SODA)

JCI Jones Chemicals, Inc. hereby guarantees that the sodium hydroxide (caustic soda) comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard Sodium Hydroxide, AWWA B501-19.

We believe the above certification holds true until such a time as the AWWA Standard for Sodium Hydroxide is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

JCI JONES CHEMICALS, INC.

Sebarah Stella

Deborah Stella Sales Coordinator

# CERTIFICATE OF COMPLIANCE

20140416-MH18026

MH18026-20020718

Issue Date	2014-APRIL-16
Issued to:	JCI JONES CHEMICALS INC 1765 RINGLING BLVD SARASOTA FL 34236
This is to certify that representative samples of	DRINKING WATER TREATMENT CHEMICALS Sodium Hydroxide 50%, Sodium Hydroxide 49%-26%, Sodium Hydroxide 25%-15%, Sodium Hydroxide 14%-5%.
	Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.
Standard(s) for Safety:	NSF/ANSI 60 - Drinking Water Treatment Chemicals - Health Effects
Additional Information:	See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification

Mark for Canada: (1) with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

**Certificate Number** 

**Report Reference** 

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

William R. Carm

William R. Carney, Director, North American Certification Programs



Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please context a local UL Customer Service Representative at <u>www.ul.com/contactus</u>

Page 1 of 1

**Product Specifications** 

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Liquid Caustic Soda 50% Membrane Grade North (MEM50N)

Item	Specification
	Anhydrous Basis Parts per Billion
Mercury (HG)	50
	Anhydrous Basis Parts per Million
Copper (CU)	0.6
Iron (FE)	5
Sodium Sulfate (NA2SO4)	50
Sodium Chloride (NACL)	200
Sodium Chlorate (NACLO3)	6
Nickel (NI)	0.6
	Anhydrous Basis Percent by Weight
Sodium Carbonate (NA2CO3)	0.1
	Percent by Weight
Sodium Oxide (NA2O)	38.36-39.52
Sodium Hydroxide (NAOH)	49.50-51.00





Page 1 of 2

## **Quality Certificate**

JCI JONES CHEMICALS, INC 100 SUNNY SOL BLVD CALEDONIA NY 14423 USA

Customer Contact: Vessel Id: TILX161634 Ship Date 06/17/2021 PO No. 10-13433 Order No. 1924807-000010 Customer number 37866 Plant: Natrium Delivery Item. 82939833-900001 Shipment 806860 Net Wt 190,300.000 LB Dry Wt 97,547.78 LB

Material: 80006370 LIQ CAU SODA-MC50 BULK

Batch: 0001112586 Package Qty: 190,300.000 LB

Property	Unit	Value	Lower Limit	Upper Limit	Method
NaOH	%	50.28	49.50	51.00	CD-27-1
Na2O	%wt	38.96	38.35	39.55	CD-27-1
76% Na2O - Strength	%	51.26	50.46	52.14	CD-27-1
Na2CO3	%wt	0.05		0.05	CD-27-1
NaClO3	ppm	1		3	NP-04-03
NaCl	ppm	10		25	NP-04-02
AI2O3	ppm	0		3	ICP
CaO	ppm	0		3	ICPCAMGAB
Cu	ppb	39		100	89 - NP 04 31
Fe	ppm	0.1		3.0	ICP
Hg	ppb	13.0		500.0	PRO-80077
MgO	ppm	0		2	ICPCAMGAB
Mn	ppb	5		250	89 - NP 04 31
Na2SO4	ppm	0		15	ICP
Ni	ppb	87		300	ICP
Pb	ppm	0.0		5.0	ICP
SiO2	ppm	0		15	ICPCAMGAB

#### **Material Sales Text**

Seal No: 00728316 00728317 00728323 00728332

The test results herein are believed to be accurate but are laboratory tests based on limited sampling which do not necessarily simulate actual use conditions. The shipped goods are delivered in their present condition as is without warranty. NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND ARE MADE, AND WESTLAKE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. Westlake shall not be liable for any use or handling of any material beyond Westlake's direct control.

Date : 06/17/2021 Time : 06:54:58

**Required Signature** 

Joe Mc Mullen

## SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY. A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

JCI JONES CHEMICALS, INC.

(Name of Individual, Partnership or Corporation)

By\_Debaroh Stella

(Person authorized to sign) DEBORAH STELLA

(SEAL)

## SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

# §2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury,

head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

JCI JONES CHEMICALS, INC.

(Name of Individual, Partnership or Corporation)

By Debarah Stella (Person authorized to sign) DEBORAH STELLA

(SEAL)

#### FORMS A, B, and C

#### STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority's designated contact for such purposes set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139–j and 139–k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Authority's Permissible Contact Requirement During the Restricted Period.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

#### FORM A

## Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Permissible Contact Requirements During the Restricted Period

#### Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law $139-j(3)$ and $3139-j(6)(b)$ .					
By: DelOara	h Stella Date: JULY 13, 2021				
Name:DEBORAH S	STELLA				
Title:SALES COO	ORDINATOR				
Supplier Name:	JCI JONES CHEMICALS, INC.				
Supplier Address:	100 SUNNY SOL BLVD.				
	CALEDONIA, NY 14423				

#### FORM B

## Offerer's Certification of Compliance With State Finance Law §139-k(5)

#### Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

APPENDIX B

#### Page 1 of 3

#### FORM C

### Offerer's Disclosure of Prior Non-Responsibility Determinations

#### **Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of nonresponsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law \$\$139-j(1). and \$139-k(1), These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law \$139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law \$139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law \$\$139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law \$139-j(10)(b) and \$139-k(3).

#### Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139–k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority no later than when the Offerer submits its proposal.

Page 2 of 3

#### FORM C (Continued)

## Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract: JCI JONES CHEMICALS, INC. 100 SUNNY SOL BLVD. Address: CALEDONIA, NY 14423 Name and Title of Person Submitting this Form: \_\_\_\_\_\_DEBORAH\_STELLA Contract Procurement Number: 202100104 Date: JULY 13, 2021 1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please Yes (No) circle): If yes, please answer the next questions: 2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law No Yes §139-j (Please circle): 3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) Yes No 4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below. Governmental Entity: Date of Finding of Non-Responsibility: Basis of Finding of Non-Responsibility: (Add additional pages as necessary)

## APPENDIX B

D	2	C	2
Page	3	OI	3

## FORM C (Continued)

5.	Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes
6.	If yes, please provide details below. Governmental Entity:
	Date of Termination or Withholding of Contract:
	Basis of Termination or Withholding:
	(Add additional pages as necessary)
Of Sta	ferer certifies that all information provided to the Erie County Water Authority with respect to the Finance Law §139-k is complete, true, and accurate.
By	<u>Signature</u> <u>JULY 13, 2021</u>
Na	me:DEBORAH STELLA
Tit	SALES COORDINATOR

#### **Contract Termination Provision**

#### Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139–k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139–k and 139–j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §§ 139 j(1) and 139–k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law \$139-k(5), the Erie County Water Authority (the "Authority"), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

## Sample Contract Termination Provision

The Erie County Water Authority (the "Authority"), as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

#### OFFERER'S STATEMENT REGARDING PREVENTION OF UNLAWFUL DISCRIMINATORY PRACTICES

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offerer.

#### Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.
- Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.
- Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.

By:	JCI JO	NES CHEMICALS, INC. Dat	te:	JULY	13,	2021
Name:	DEBORA	H STELLA			- 1 <u>1</u>	
Title:	SALES	COORDINATOR		- 160		
Offerer Name: JCI JONES CHEMICALS, INC.						
Offerer Address:		100 SUNNY SOL BLVD.				
		CALEDONIA, NY 14423				

## **APPENDIX C**

## FURNISH AND DELIVER CAUSTIC SODA (50% SOLUTION OF SODIUM HYDROXIDE) MEMBRANE GRADE

### ECWA PROJECT No. 202100104

#### Insurance specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

### a. Workers Compensation:

Part 1: Workers Compensation: Statutory Part 2: Employers Liability: \$1,000,000. Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. **New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

### c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both ongoing and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

### d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

### e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

## f. Pollution Liability

- \$5,000,000. Per Claim
- \$5,000,000. Aggregate

Note: Site Pollution Liability Coverage shall be included for offsite disposal if applicable

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement **Note:** If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to <u>mmusarra@ecwa.org</u> or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 8/6/2021

CI BI RI IN If th PROI ArtI 285	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN IPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights to oucer hur J. Gallagher Risk Management 50 Golf Road ling Meadows IL 60008	VELY URA ID TH s an to th o the	Y OR NCE HE CI ADD ne ter certi	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER. ITIONAL INSURED, the p ms and conditions of th ficate holder in lieu of su	EXTEN E A C policy(in e polic ich enc Contac NAME: PHONE (A/C, NO	ND OR ALTE CONTRACT E es) must hav y, certain po dorsement(s) C <sup>T</sup> Beth Luber , <u>Ext</u> ): 630-694 ss: Beth_lube	ER THE CO BETWEEN T Ve ADDITION Dicies may n tozzi tozzi 4-5058 ertozzi@ajg.c	VERAGE AFFORDED B HE ISSUING INSURER( IAL INSURED provision require an endorsement FAX (A/C, No):	E HOL Y THE S), AU s or be . A sta	POLICIES THORIZED endorsed. atement on
JCI 176	INSURER A : Starr Indemnity & Liability Company 383					38318 25445				
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
В	X     COMMERCIAL GENERAL LIABILITY       CLAIMS-MADE     X       GEN'L AGGREGATE LIMIT APPLIES PER:       X     POLICY       PRO-     LOC       OTHER:	Y	Y	003878402		11/15/2020	11/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000 \$ 500,00 \$ 25,000 \$ 1,000 \$ 2,000 \$ 2,000 \$	00 0 ,000 ,000
A	AUTOMOBILE LIABILITY       AUTOMOBILE LIABILITY       X     ANY AUTO       OWNED     AUTOS ONLY       AUTOS ONLY     AUTOS       X     HIRED       AUTOS ONLY     X       X     AUTOS ONLY       X     SCHEDULED       X     AUTOS ONLY       X     \$1,000 Coll	Y	Y	1000198791201		11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 2,000 \$ \$ \$ \$ \$	,000
В	X     UMBRELLA LIAB     X     OCCUR       EXCESS LIAB     CLAIMS-MADE       DED     RETENTION \$			003878502		11/15/2020	11/15/2021	EACH OCCURRENCE AGGREGATE	\$ 25,000 \$ 25,000 \$	,
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	100000344702		11/15/2020	11/15/2021	X         PER STATUTE         OTH- ER           E.L. EACH ACCIDENT         E.L. DISEASE - EA EMPLOYEE           E.L. DISEASE - POLICY LIMIT	\$ 1,000 \$ 1,000 \$ 1,000	,000
В	Pollution Legal Liability			003878402		11/15/2020	11/15/2021	Aggregate Limit Each Loss Limit	\$2,00 \$1,00	0,000 0,000
RE: Erie evic insu	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: ECWA Project No. 202100104 - Caustic Soda (50% solution of Sodium Hydroxide) Erie County Water Authority, Authority, its officers, agents and employees are shown as additional insureds solely with respect to General Liability coverage as evidenced herein on a primary/non-contributory basis and Auto Liability as required by written contract with respect to the work performed by the named insured. A Waiver of Subrogation in favor of additional insureds are included under the General Liability, Auto Liability and Worker's Compensation coverages as evidenced herein as required by written contract. Umbrella follows form. APPROVED/MJM									
CERTIFICATE HOLDER       CANCELLATION         Erie County Water Authority       Should ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE         Erie County Water Authority       Attn: Molly Jo Musarra, Claims Rep/Risk Manager         295 Main St., Room 350       AUTHORIZED REPRESENTATIVE         Buffalo NY 14203-2494       AUTHORIZED REPRESENTATIVE										
	buildio NT 14203-2454									

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## **IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street Boston, MA 02116 Toll Free: (877) IRON411

Endorsement # 7

Policy Number: 003878502 Insured Name: JCI Jones Chemicals, Inc. Effective Date of Endorsement: November 15, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ENVIRONMENTAL EXCESS LIABILITY SCHEDULE OF UNDERLYING INSURANCE**

#### CONTROLLING UNDERLYING INSURANCE

Coverage:	GENERAL LIABILITY AND POLLUTION LIABILITY; ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC Pac)					
Policy Number:	003878402					
Insurer:	Ironshore Specialty Insurance Company (ISIC)					
Policy Period:	From:11/15/2020 To: 11/15/2021					
Limits of Insuran	ce:					
	\$1,000,000 Each Occurrence Limit-COVERAGE PART I: Coverage A,B,C					
	\$1,000,000 Each Occurrence Limit-COVERAGE PART I: Coverage D,E,F					
	\$1,000,000 Contractors Pollution Liability Each Occurrence Limit					
	\$1,000,000 Each Occurrence Limit- Coverage PART III: Coverage A, B, C					
	\$1,000,000 Personal and Advertising Injury Limit: Any one Person or Organization					
	\$1,000,000 Employee Benefits Administration Liability Limit: Each Employee					
	\$2,000,000 Products Completed Operations Aggregate					
	\$2,000,000 General Aggregate					
Coverage:	AUTOMOBILE LIABILITY					
Policy Number:	1000198791201					
Insurer:	Starr Indemnity & Liability Company					
Policy Period: From: 11/15/2020 To: 11/15/2021						
Limits of Insuran	ce:					
	\$2,000,000 Combined Single Limit					

Coverage: **EMPLOYERS LIABILITY** Policy Number: 100 0003447 02 Insurer: Starr Indemnity & Liability Company From: 11/15/2020 To: 11/15/2021 Policy Period: Limit of Insurance: \$1,000,000 Bodily Injury by Accident: Each Accident \$1,000,000 Bodily Injury by Disease: Policy Limit \$1,000,000 Bodily Injury by Disease: Each Employee **Coverage:** FOREIGN LIABILITY Policy Number: WS11003464 Insurer: Insurance Company Of the State of Pennsylvania From: 11/15/2020 To: 11/15/2021 Policy Period: Limit of Insurance: **Foreign Commercial General Liability** \$4,000,000Master Control Program Aggregate Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations Aggregate Limit \$1,000,000 Each Occurrence Limit \$1,000,000 Damage to Premises Rented to You Limit \$1,000,000 Personal and Advertising Injury Limit Foreign Employers Liability: \$1,000,000 Coverage B – Employers Liability Per Occurrence Foreign Business Auto Liability; \$1,000,000 any one Accident

#### **OTHER UNDERLYING INSURANCE**

None

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

November 23, 2020 Date

#### NEW YORK STATE Board

## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a, Legal Name & Address of Insured (use street address only) JCI Jones Chemicals 1765 Ringling Boulevard Sarasota FL 34236	1b. Business Telephone Number of Insured 585-538-2314 1c. NYS Unemployment Insurance Employer Registration Number of Insured 28-401064				
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1d. Federal Employer Identification Number of Insured or Social Security Number 18-0809645				
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier Starr Indemnity & Liability Company				
Erie County Water Authority 350 Ellicott Square Building 295 Main St.	3b. Policy Number of Entity Listed in Box "1a" 105000344702				
Buffalo, NY 14203	3c. Policy effective period           11/15/2020         to				
	3d. The Proprietor, Partners or Executive Officers are         Image: Included. (Only check box if all partners/officers included)         Image: Included or certain partners/officers excluded.				

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under <u>item 3A</u> on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:	Jeff Devron	
Approved by:	(Print name of authorized representative or ticensed age	ent of insurance carrier) 11/15/2020
	(Signalupe)	(Date)
Title	Area President	

Telephone Number of authorized representative or licensed agent of insurance carrier: 630-694-5117

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are <u>NOT</u> authorized to issue it.

C-105.2 (9-15)

www.wcb.ny.gov



## CERTIFICATE OF INSURANCE COVERAGE under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name & Address of Insured (use street address only) JCI Jones Chemicals, Inc.	1b. Business Telephone Number of Insured
1765 Ringling Blvd.	(941) 330-1537
Sarasota, FL 34236	
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured or Social Security Number
	16-0809645
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier
Erie County Water Authority	Mutual of Omaha Insurance Company
Attn: Margaret Murphy	3b. Policy Number of Entity Listed in Box "1a"
295 Main St. Room 350 Buffalo, NY 14203-2494	GMNY6X007R81-0001
	3c. Policy effective period
	10/01/2020 to 10/01/2021
<ul> <li>C. Paid family leave benefits only.</li> <li>5. Policy covers:         <ul> <li>A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</li> <li>B. Only the following class or classes of employer's employees:</li> </ul> </li> <li>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.</li> <li>Date Signed 10/19/2020. By Hawa Rubin</li> </ul>	
(Signature of insurance of	arrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number (800) 826-2966 Name and Title Han	a Rubin, Disability Administrator
IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.	
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.	
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)	
State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.	
According to information maintained by the NYS Workers' Compense	sation Board, the above-named employer has complied with the
According to information maintained by the NYS Workers' Compension NYS Disability and Paid Family Leave Benefits Law with respect to	sation Board, the above-named employer has complied with the all of his/her employees.
According to information maintained by the NYS Workers' Compension NYS Disability and Paid Family Leave Benefits Law with respect to	sation Board, the above-named employer has complied with the all of his/her employees.

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (9-17)

