



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

December 1, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: David M. Patton, Senior Production Engineer *DMP*

Subject: Furnish and Deliver Fluorosilicic Acid
to the Erie County Water Authority for Use in the Treatment of Water
ECWA Project No. 202200237

On Tuesday, November 8, 2022, the Authority received three (3) bids for the above referenced contract. The bids were reviewed, a mathematical check has been performed. During the review, it was determined that the bids by two lowest bidders, Univar Solutions USA, Inc. and Brenntag Northeast, LLC, were not compliant with the specified purity requirements, and were, therefore, not responsive and not responsible. The lowest responsive and responsible bidder is PVS Nolwood Chemicals, Inc. (PVS).

PVS provided the necessary affidavit of and has good understanding of the scope of the contract.

Since PVS has provided adequate proof of insurance, that has been approved by the Authority's Claims Representative/Risk Manager, the Engineering Department therefore recommends the award of the above-referenced contract to PVS Nolwood Chemicals, Inc. in the amount of \$282,150.00.

Budget Information (Budget Year: 2022):

- Sturgeon: 1010-401000-640113
- Van de Water: 1015-401000-640213

The Authority 2023 budget will include funding allocations for subsequent years.

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 contract documents for execution by ECWA Chairman.

DMP:jmf

Attachments

cc: R.Stoll

M.Wymer

L.Lester

CHEM-298-2201-X-12

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

Contract: _____ **Project No.:** 202200237
Project Description: Furnishing and Delivering Fluorosilicic Acid to ECWA, for Use in
the Treatment of Water

Item Description:








☐ Agreement ☐ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYSDOT Agreement ☒ Contract Documents ☐ Addendum
☒ Recommendation for Award of Contract ☐ Recommendation to Reject Bids
☐ Request for Proposals
☐ Other _____

Action Requested:

☒ Board Authorization to Execute ☒ Legal Approval
☒ Board Authorization to Award ☒ 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:

<input checked="" type="checkbox"/> Sr. Production Engineer		Date: 12/5/2022
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 12/5/2022
<input checked="" type="checkbox"/> Executive Engineer		Date: 12/05/2022
<input checked="" type="checkbox"/> Director of Administration		Date: 12/05/2022
<input checked="" type="checkbox"/> Risk Manager		Date: 12/05/2022
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 12/05/2022
<input checked="" type="checkbox"/> Legal		Date: 12/5/2022

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 12/5/2022
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Remarks: Unit price contract.

Resolution Date: _____

Item No: _____

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

Contract: _____ Project No.: 202200237
Project Description: Furnishing & Delivering Fluorosilicic Acid to ECWA
for Use in the Treatment of Water

CONTRACT AWARD

Contractor/Supplier: PVS Nolwood Chemicals, Inc.
Award Amount: \$282,150.00

BID SUMMARY:

Date Advertised for Bids: <u>10/14/2022</u>	Date of Bid Opening <u>11/08/2022</u>
Bidder	Total Bid Amount
<u>Univar Solutions USA, Inc.</u>	<u>**\$193,800.00</u>
<u>Brenntag Northeast, LLC</u>	<u>**\$245,100.00</u>
<u>PVS Nolwood Chemicals, Inc.</u>	<u>\$282,150.00</u>
_____	_____
_____	<u>** Bidders not responsive/not responsible</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

_____ No Waiver
_____ Full Waiver
_____ Partial Waiver
☐ Affirmative Action Officer _____ Date _____

INSURANCE APPROVAL

☒ Claims Rep/Risk Manager Molly Op Musara Date 12/5/2022

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

☐ Coordinator of Employee Relations _____ Date _____

Remarks: Unit Price Contract.

Project Title:	FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER		
ECWA Project:	202200237		
	Advertised Source	Date	
	CONSTRUCTION EXCHANGE	10/14/2022	
	NYS CONTRACT REPORTER	10/14/2022	
Bid opening Date:	11/8/2022	10:00 AM	

PVS Nolwood Chemicals, Inc. ← **APPARENT RESPONSIVE/RESPONSIBLE LOW BIDDER**

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	185	Fluorosilicic Acid for STP WTP	\$990.00	\$183,150.00
2	100	Fluorosilicic Acid for VDW WTP	\$990.00	\$99,000.00
Total				\$282,150.00

Univar Solutions USA Inc. **BID DETERMINED "NON-RESPONSIVE", DUE TO PRODUCT NOT COMPLYING WITH SPECIFICATIONS**

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	185	Fluorosilicic Acid for STP WTP	\$680.00	\$125,800.00
2	100	Fluorosilicic Acid for VDW WTP	\$680.00	\$68,000.00
Total				\$193,800.00

Brenntage Northeast, LLC **BID DETERMINED "NON-RESPONSIVE", DUE TO PRODUCT NOT COMPLYING WITH SPECIFICATIONS**

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	185	Fluorosilicic Acid for STP WTP	\$860.00	\$159,100.00
2	100	Fluorosilicic Acid for VDW WTP	\$860.00	\$86,000.00
Total				\$245,100.00

Project Manual – Short Form

**FURNISH AND DELIVER
FLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER**

**Project No. 202200237
Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227**



ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

FURNISH AND DELIVER FLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER

PROJECT No: 202200237

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ERIE COUNTY WATER AUTHORITY
3030 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

FURNISH AND DELIVER FLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
PROJECT NO: 202200237

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids to **FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR THE TREATMENT OF WATER.**

Bids must be received by the Erie County Water Authority no later than 10:00 a.m. Eastern Prevailing Time, on Tuesday, November 8, 2022 at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

When permitted, members of the public may be present to observe the bid opening. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

Whenever the Erie County Water Authority is operating under a Declaration of Emergency due to a pandemic or other general state of emergencies, members of the public may be precluded from being present at such bid opening.

ANYONE ENTERING THE SERVICE CENTER OR OTHER AUTHORITY FACILITIES IS SUBJECT TO SUCH RESTRICTIONS OR LIMITATIONS IN PLACE AT THE TIME OF ENTRY.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "**BID ENCLOSED-FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ECWA FOR THE TREATMENT OF WATER, Project No. 202200237**".

Beginning at 9:00 a.m. Eastern Prevailing Time, on Friday, October 14, 2022, Project Manuals and accompanying drawings, if applicable, may be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is David M. Patton, PE, Senior Production Engineer, Erie County Water

Authority, Sturgeon Point WTP, 722 Sturgeon Point Road, Derby, New York 14047, telephone 716-685-8229, email dpatton@ecwa.org.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the proposal chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

The final contract will be executed in the format set forth in the proposed Contract Documents located in this Project Manual. The Contract will be for an initial term of approximately nine months (from effective date through July 31, 2023) with the potential for two additional one-year extensions. It is anticipated that the term of the original contract will be from November 17, 2022, through July 31, 2023, subject to the approval of Authority's Board of Commissioners.

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read 'TDM', with a long horizontal flourish extending to the right.

TERRENCE D. McCRACKEN
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

FURNISH AND DELIVER FLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER

PROJECT NO: 202200237

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the "Authority") BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA. All questions about the meaning or intent of the Bidding Documents shall be submitted to the Authority in writing and received by the Authority at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the Authority in response to such questions will be issued by Addenda. Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by the Authority. All Addenda will be mailed by either Registered or Certified mail, with return receipt requested to all parties recorded by the Authority as having received the Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive any such Addendum shall not relieve any bidder from any obligation of the bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder. Only questions answered by Addenda will be binding. The Authority will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the Authority before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
4. BID DOCUMENTS. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. The Bidder shall sign the proposal and all required forms correctly and with original signatures.
5. BID GUARANTEE. Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount

of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the AUTHORITY as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.

6. **EQUIPMENT AND MATERIALS BROCHURES.** The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.
7. **EMERGENCY CLOSINGS.** In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
8. **ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY** shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
9. **THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT** any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal and reserves the right to re-bid.
10. **CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
11. **An EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents.
12. **FAILURE TO MEET DELIVERY SCHEDULE** as per accepted bid may result in legal action by the Authority to recover damages.
13. **PRICES SHALL BE QUOTED F.O.B. DESTINATION.**

14. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
15. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
16. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
17. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
18. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
19. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
20. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER 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 obligations of BIDDER herein are independent of any other obligations.
21. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom

the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.

22. **PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
23. **PRICE IS FIRM.** The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
24. **EXTENSION OF PRICE PROTECTION.** Any contract entered into pursuant to this bid to supply the Authority requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the Authority. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the Authority.
25. **IN EXECUTING THIS BID, THE BIDDER AFFIRMS** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
26. **ACCOUNTABILITY.** The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

FURNISH AND DELIVER FLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER

PROJECT No: 202200237

BID DOCUMENTS AND BID FORM SUPPLEMENTS

OPENING DATE: Tuesday, November 8, 2022 TIME: 10:00 a.m.

NAME OF BIDDER: PVS Nolwood Chemicals, Inc

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Milisav M. Bulatovic

TITLE Treasurer

SUBMISSION DATE: November 2, 2022

ADDRESS: 10900 Harper Avenue

PHONE: 313-921-1200

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

NAME: Shauna Barthel/Conor Griffith

TITLE Bid Administrator

ADDRESS: 10900 Harper Avenue

PHONE: 313-921-1200

EMAIL: bidse@pvschemicals.com

BID ITEMS AND BID SHEET

BID DESCRIPTION: **FURNISH AND DELIVER FLUROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER**

PROJECT No.: **202200237**

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.

The initial term of the contract will be for approximately one and a half years, from the date of the Authority's Board Meeting when the contract is awarded (anticipated to be November 17, 2022) through July 31, 2023 in order to permit the Authority to have its chemical contracts begin annually on August 1st going forward.

In case of discrepancy, written unit figures shall govern.

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>COMPUTED TOTALS</u>
ITEM 1 For furnishing, delivering, and unloading, Freight prepaid, approximately 185 liquid tons of Fluorosilicic Acid to the STURGEON POINT WATER TREATMENT PLANT, all in accordance with the specifications, for the unit price of: <u>Nine hundred ninety</u> Dollars and <u>zero</u> Cents (\$ <u>990.00</u> /Ton) per liquid ton (2,000 pounds) of Fluorosilicic Acid (H ₂ SIF ₆)		<p>S.B. 11/3/22 Totals: \$183,150.00 185 Liquid Tons \$ <u>990.00/Ton</u> S.B. 11/3/22</p>

ITEM 2 For furnishing, delivering, and unloading,
Freight prepaid, approximately 100 liquid tons
of Fluorosilicic Acid to the JEROME D. VAN
DE WATER TREATMENT PLANT, all in
Accordance with the specifications,
for the unit price of:
Nine hundred ninety Dollars
and zero Cents
(\$990.00/Ton) per liquid ton (2,000 pounds)
of Fluorosilicic Acid (H₂SIF₆)

100 Liquid Tons \$ 99,000.00

COMPUTED TOTAL FOR ITEM 1 AND ITEM 2:

Two hundred eighty-two thousand and one hundred Fifty Dollars

and zero Cents

\$ 282,150.00

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 defaulter 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: PVS Nolwood Chemicals, Inc

AUTHORIZED SIGNATURE: [Signature] DATE: 11/02/2022

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 NAME PVS Nolwood Chemicals, Inc

ADDRESS OF PRINCIPAL OFFICE: STREET 10900 Harper Avenue

CITY Detroit

AREA CODE 313 PHONE 313-921-1200 STATE MI ZIP 48213

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF Michigan

If foreign corporation, state if authorized to do business in the State of New York:

YES ☒ NO ☐

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 38-2581221

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page AGT-1.

CHECK ONE:

☒

YES, BIDDER has reviewed the Proposed Contract Documents.

☐

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.

☐

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

*Insert Additional Page(s) if necessary.

Question 3:

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:

☒ NOT APPLICABLE, BIDDER did not propose any amendment in response to Question 2.

☐ 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.

NAME OF BIDDER: PVS Nolwood Chemicals, Inc

AUTHORIZED SIGNATURE: [Signature] DATE: 11/02/2022

BID SECURITY FORM

BIDDER (Name and Address):

PVS NOLWOOD CHEMICALS INC.

10900 Harper Avenue

Detroit, MI 48213

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

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza

Hartford, CT 06155

OWNER:

Erie County Water Authority

295 Main Street, Room 350

Buffalo, New York 14203

BID

BID DUE DATE: 11/08/2022

PROJECT: **FURNISH AND FLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
Project No: 202200237**

BOND

BOND NUMBER: N/A

DATE: (Not later than Bid due date): 10/31/2022

PENAL SUM: Five Percent of the Bid Amount

(Words)

5% of the Bid Amount

(Figures)

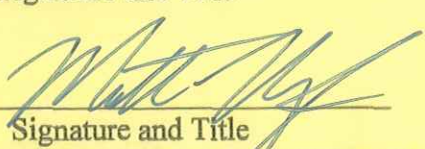
IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.


PVS NOLWOOD CHEMICALS INC. (Seal)

Bidder's Name and Corporate Seal

By: 
Signature and Title

Attest:


Signature and Title

1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to

SURETY
HARTFORD FIRE
INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By: 
Signature and Title: Christopher P. Trona, Attorney-In-Fact
(Attach Power of Attorney)

Attest: 
Ricky Casas, Witness

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, seal 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

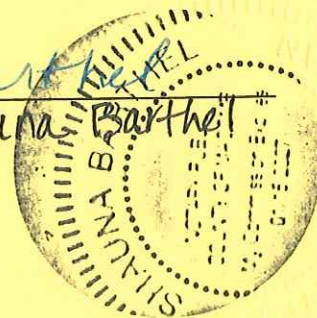
CORPORATE ACKNOWLEDGEMENT

STATE OF Michigan
COUNTY OF Wayne

On this 2nd day of November, 2022 before me personally appeared Milisa M. Bulatorie to me known, who being by me duly sworn, did affirm that he/she resides in _____ that he/she is the Treasurer of PVS Nolwood Chemicals, Inc, the corporation described in and which executed the above instruments; that the seal affixed to said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Shauna Barthel
NOTARY PUBLIC Shauna Barthel

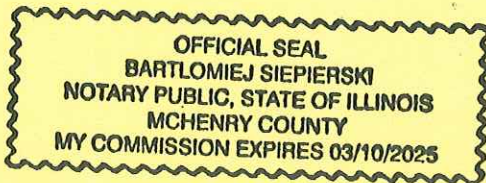
Shauna Barthel
Notary Public, State of Michigan
Macomb County, Michigan
My Commission Expires Jan 15, 2027
Acting Wayne County

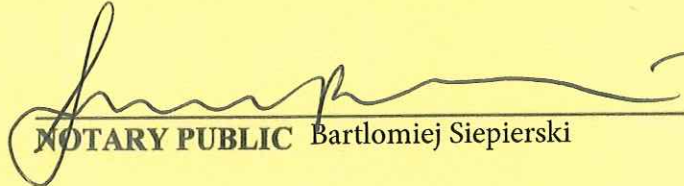


ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois
COUNTY OF McHenry

On this 31st day of October, 2022 before me personally came Christopher P. Troha to me known, who being by me duly sworn, did depose and say; that he/~~she~~ resides in Chicago, IL; that he/~~she~~ is the ATTORNEY-IN-FACT of Hartford Fire Insurance Company the above signed Surety, the corporation described in and which executed the within instrument; the he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.




NOTARY PUBLIC Bartlomiej Siepierski

END OF BID BOND

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AON RISK SERVICES CENTRAL INC

Agency Code: 83-553702

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited:**

Derek J. Elston, Christopher P. Troha, Marcia K. Cesafsky, Rachel Fore, Jennifer L. Jakaitis, Bartlomiej Siepierski, Aerie Walton of CHICAGO, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 10/31/2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois
Keith D. Dozois, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2021

Statutory Basis

ASSETS

U.S. Government Bonds	\$ 1,089,309,403
Bonds of Other Governments	176,571,749
State, County and Municipal Bonds	1,218,163,949
Miscellaneous Bonds	5,948,359,415
Stocks	6,205,376,908
Short Term Investments	41,674,986
	\$ 14,679,456,410
Real Estate	\$ 315,811,915
Cash	68,217,813
Agents' Balances (Under 90 Day)	3,011,823,597
Other Invested Assets	3,952,823,715
Miscellaneous	3,738,110,067
Total Admitted Assets	\$ 25,766,243,517

LIABILITIES

Reserve for Claims	\$
and Claim Expense	10,151,924,943
Reserve for Unearned Premiums	2,200,283,164
Reserve for Taxes, License	
and Fees	45,080,248
Miscellaneous Liabilities	1,625,602,623
Total Liabilities	\$ 14,022,890,978
Capital Paid In	\$ 55,320,000
Surplus	11,688,032,539
Surplus as regards Policyholders	\$ 11,743,352,539
Total Liabilities, Capital	
and Surplus	\$ 25,766,243,517

STATE OF FLORIDA
SEMINOLE COUNTY
CITY OF LAKE MARY

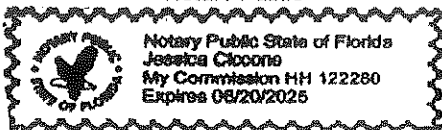
} ss.

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2021.

Subscribed and sworn to before me this
25th day of March, 2022.

Jessica Ciccone

Notary Public



Joelle L. LaPierre
Assistant Vice President

Shelby Wiggins
Assistant Secretary

**CERTIFIED COPY OF RESOLUTIONS
OF BOARD OF DIRECTORS
OF PVS-NOLWOOD CHEMICALS, INC.**

The undersigned, being the Assistant Secretary of PVS-Nolwood Chemicals, Inc., a Michigan corporation (the "Company"), certifies that the following is an accurate and complete copy of resolutions duly adopted by the Board of Directors of the Company, and that said resolutions remain in full force and effect as of the date of this certificate:

"RESOLVED That the Company is authorized to submit bids to private and governmental entities for the sale of products and for the performance of services (collectively, 'Bids').

RESOLVED That the Company is authorized to enter into contracts with private and governmental entities for the sale and purchase of products and for the performance of services (collectively, 'Contracts').

FURTHER RESOLVED That the Company is authorized to submit applications for permits, licenses and other grants of authority from governmental entities which the Company requires to conduct its business (collectively, 'Applications').

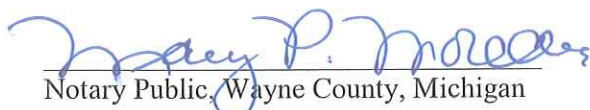
FURTHER RESOLVED That the following officers of the Company, and each of them acting alone, shall be and is authorized to execute Bids, Contracts and Applications on behalf of the Company and such other documents relating to Bids, Contracts and Applications as such person deems necessary or expedient for the purposes of carrying out the terms of the Bids, Contracts and Applications or otherwise conducting the business of the Company:

Timothy F. Nicholson	CEO
Omar Sinaph	President
David A. Nicholson	Vice President
Eric Egan	Vice President of Commercial Operations
Jonathan S. Taub	Secretary
Milisav M. Bulatovic	Treasurer
Jessica A. Taub	Assistant Secretary
Matthew Nowaczok	Assistant Secretary"

IN WITNESS OF THESE CERTIFIED RESOLUTIONS, the undersigned has signed below and affixed the corporate seal of the Company on October 3, 2022.


Jessica A. Taub, Assistant Secretary

Subscribed and sworn to before me
on October 3, 2022.


Notary Public, Wayne County, Michigan
My Commission Expires: 3/2/2024

Mary P. Moreau
Notary Public, Macomb County, MI
Acting in Wayne County
Commission expires March 2, 2024

Department of State

Division of Corporations

Entity Information

[Return to Search](#)[Return to Search](#)

Entity Name

ENTITY NAME: PVS - NOLWOOD CHEMICALS, INC.

FOREIGN LEGAL NAME:

ENTITY TYPE: FOREIGN BUSINESS CORPORATION

SECTION OF LAW: 1304 BCL - BUSINESS CORPORATION LAW

DATE OF INITIAL DOS FILING: 06/10/2003

EFFECTIVE DATE INITIAL FILING: 06/10/2003

FOREIGN FORMATION DATE: 03/29/1984

COUNTY: ERIE

JURISDICTION: MICHIGAN, UNITED STATES

DOS ID: 2917100

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS: ACTIVE

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS: CURRENT

NEXT STATEMENT DUE DATE: 06/30/2023

NFP CATEGORY:

Entity Name

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, UNITED STATES, 10005

Entity Name

Name: TIMOTHY F. NICHOLSON

Address: 10900 HARPER AVE, DETROIT, MI, UNITED STATES, 48213

Entity Name

Address: 10900 HARPER AVE, DETROIT, MI, UNITED STATES, 48213

Entity Name

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, 10005

Entity Name

Name:

Address:

Entity Name

Is The Entity A Farm Corporation: NO

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 under penalty of perjury this 2nd day November, 2022

FIRM NAME PVS Nolwood Chemicals, Inc

ADDRESS 10900 Harper Avenue

Detroit, MI ZIP 48213

AUTHORIZED SIGNATURE M. Bulatovic

TYPED NAME OF AUTHORIZED SIGNATURE Milisav M. Bulatovic

TITLE Treasurer TELEPHONE No. 313-921-1200

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.

PVS Nolwood Chemicals, Inc.
(Name of Individual, Partnership or Corporation)

By [Signature]
(Person authorized to sign)

(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.

PVS Nolwood Chemicals, Inc
(Name of Individual, Partnership or Corporation)

By M. B. L. L. L.
(Person authorized to sign)

(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 §139-j(6)(b).

By: by Bulatoric Date: November 2, 2022

Name: Milisav M. Bulatoric

Title: Treasurer

Supplier Name: PVS Nolwood Chemicals, Inc.

Address: 10900 Harper Avenue
Detroit, MI 48213

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.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: M. Bulatovic Date: November 2, 2022

Name: Milisa M. Bulatovic

Title: Treasurer

Supplier Name: PVS Nolwood Chemicals, Inc.

Supplier Address: 10900 Harper Avenue
Detroit, MI 48213

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 non-responsibility 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.

FORM C (Continued)**Offerer's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

PVS Nolwood Chemicals, Inc.Address: 10900 Harper Avenue
Detroit, MI 48213

Name and Title of Person Submitting this Form: _____

Milicav M. Bulatovic / TreasurerContract Procurement Number: Project No. 202200237Date: 11/02/2022

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 circle): No Yes

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 §139-j (Please circle): No Yes
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) No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: N/A

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: M. Bulatovic
Signature

Date: November 2, 2022

Name: Milisar M. Bulatovic

Title: Treasurer

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: M. Bulatoric Date: November 2, 2022

Name: Milisar M. Bulatoric

Title: Treasurer

Offerer Name: PVS Nolwood Chemicals, Inc

Offerer Address: 10900 Harper Avenue
Detroit, MI 48213



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** is **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ralph C. Wilson Agency, Inc. Box 5069 Southfield MI 48086-5069	CONTACT NAME: Lisa Case PHONE (A/C, No, Ext): (248) 355-1414 E-MAIL ADDRESS: lisac@rcwa.net FAX (A/C, No): (248) 355-1407 INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23396
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COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL0125812	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA1049675	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC64044	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

PVS Nolwood Chemicals Inc 10900 Harper Avenue Detroit MI 48213	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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PVS Chemicals Inc.

October 31, 2022

CUSTOMER NAME: Erie County Water Authority (ECWA)

PAGE(S): 1 of 1

Project No. 202200327 – Fluorosilicic Acid Supply

To Whom it May Concern;

This affidavit is to certify that the Hydrofluorosilicic Acid "Pure" complies with all applicable requirements of the NSF60 certification and standard.

Garrett Speck

Garrett Speck
Director Sales and Marketing
PVS Benson



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on January 21, 2019.

PVS Benson
1012 Gore Road
Freelton, Ontario L0R 1K0
Canada
800-265-0014
905-659-3351

Facility: Freelton, Ontario, Canada

Chemical/ Trade Designation	Function	Max Use	
Ferric Chloride			
Ferric Chloride	Coagulation & Flocculation	250	mg/L
Fluorosilicic Acid			
25% Fluorosilicic Acid	Fluoridation	5	mg/L
25% Hydrofluosilicic Acid	Fluoridation	5	mg/L
37-47% Fluorosilicic Acid	Fluoridation	3	mg/L
37-47% Hydrofluosilicic Acid	Fluoridation	3	mg/L
Hydrochloric Acid			
Hydrochloric Acid	pH Adjustment	40	mg/L
Potassium Hydroxide			
Potassium Hydroxide	pH Adjustment	100	mg/L
Sodium Bisulfite [1]			
SBS	Dechlorination	50	mg/L
Sodium Hydroxide			
Sodium Hydroxide	pH Adjustment	100	mg/L
Sulfuric Acid			
Sulphuric Acid	Corrosion & Scale Control	200	mg/L
	pH Adjustment		

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

NOTE: Only Listed products bearing the NSF Mark are NSF Certified.

Facility: Guelph, Ontario, Canada

Chemical/ Trade Designation	Function	Max Use	
Hydrochloric Acid			
29-35% Hydrochloric Acid	pH Adjustment	40	mg/L
Hydrochloric Acid 18-22 Degree Be	pH Adjustment	40	mg/L
Sodium Hydroxide			

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



Sodium Hydroxide

pH Adjustment

100 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

2 of 2

1D950

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010

www.nsf.org
BID - 26



PVS BENSON

SAFETY DATA SHEET

1. Identification

Product identifier 25% Hydrofluorosilicic acid
Other means of identification None
Recommended use Industrial applications
Recommended restrictions None known.
Manufacturer/Importer/Supplier/Distributor information
Manufacturer
Company name PVS Benson
Address 1012 Gore Road
Freelton, ON L0R1K0
Canada
Telephone 1-800-265-0014
e-mail pvsbenensoninfo@pvschemicals.com
Emergency phone number 24 hours/7 days: 1-519-821-0215
Supplier See above.

2. Hazard identification

Physical hazards Corrosive to metals Category 1
Health hazards Acute toxicity, oral Category 4
Acute toxicity, inhalation Category 3
Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1
Environmental hazards Not classified.
Label elements



Signal word Danger

Hazard statement
May be corrosive to metals.
Causes severe skin burns and eye damage.
Harmful if swallowed.
Toxic if inhaled.

Precautionary statement

Prevention

Keep only in original packaging. Do not breathe mist or vapour.
Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.
Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area.

Response

Absorb spillage to prevent material-damage.
IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.
Wash contaminated clothing before reuse.
IF INHALED: remove person to fresh air and keep comfortable for breathing.
Immediately call a POISON CENTER/doctor.
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Specific treatment (see information on this label).

Storage

Store in a corrosion resistant container with a resistant inner liner. Store locked up. Store in a well-ventilated place. Keep container tightly closed.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Other hazards None known.

Supplemental information None

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Hydrofluorosilicic acid		16961-83-4	25

All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation	IF INHALED: remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor.
Skin contact	<p>a. Immediately remove contaminated clothing and continually flush exposed areas of skin with large volumes of water. Rinsing may be limited to 5 minutes if 0.13% benzalkonium chloride solution or 2.5% calcium gluconate gel is available, with the soaks or gel applied as soon as the rinsing is stopped. If not available, rinsing must continue until medical treatment is rendered.</p> <p>b. Immediately after thorough washing, use one of the measures below:</p> <p>1. Begin soaking the affected areas in iced 0.13% benzalkonium chloride solution. Use ice cubes, not shaved ice, in order to prevent frostbite. If immersion is not practical, towels should be soaked with iced 0.13% benzalkonium chloride solution and used as compresses for the burned area. Compresses should be changed every 2 to 3 minutes. Soaks or compresses should be continued until pain is relieved or until more definitive medical treatment is provided. Relief of the pain is an indication of the success of treatment; therefore, local anesthetics should be avoided. It is recommended the applicator wear chemical protective gloves (e.g. butyl rubber gloves).</p> <p>2. Gently massage a liberal quantity of calcium gluconate 2.5% gel - commercial preparation, 'HF Antidote Gel' if available or prepare at site by adding 10 mL of 10% calcium gluconate injectable solution to 30 mL of KY jelly or Muko other water soluble gels also suitable. (Note: Taro Gel is physically incompatible with calcium gluconate and must not be used. Do not use calcium chloride as it causes skin necrosis). Apply gel every 15 minutes and massage continuously until pain subsides and/or redness disappears or until medical attention becomes available. It is recommended the applicator wear chemical protective gloves, (e.g. butyl rubber gloves).</p>
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.
Ingestion	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Avoid contact with eyes and skin. Keep out of reach of children.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Hazardous combustion products	May include and are not limited to: Fluoride gases. Hydrogen fluoride.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapour. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8.

Methods and materials for containment and cleaning up

Prevent entry into waterways, sewer, basements or confined areas.

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground. Do not discharge into lakes, streams, ponds or public waters.

7. Handling and storage

Precautions for safe handling

Do not breathe mist or vapour. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. When using, do not eat, drink or smoke. Use only outdoors or in a well-ventilated area. Avoid prolonged exposure. Wear appropriate personal protective equipment. Wash thoroughly after handling. Use good industrial hygiene practices in handling this material.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in a cool, dry place out of direct sunlight. Store in corrosive resistant container with a resistant inner liner. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Keep out of reach of children.

8. Exposure controls/Personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value
Hydrofluorosilicic acid (CAS 16961-83-4)	TWA	2.5 mg/m3

Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)

Components	Type	Value
Hydrofluorosilicic acid (CAS 16961-83-4)	TWA	2.5 mg/m3

Canada. Manitoba OELs (Reg. 217/2006, The Workplace Safety And Health Act)

Components	Type	Value
Hydrofluorosilicic acid (CAS 16961-83-4)	TWA	2.5 mg/m3

Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents)

Components	Type	Value
Hydrofluorosilicic acid (CAS 16961-83-4)	TWA	2.5 mg/m3

Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment)

Components	Type	Value
Hydrofluorosilicic acid (CAS 16961-83-4)	TWA	2.5 mg/m3

Biological limit values

ACGIH Biological Exposure Indices

Components	Value	Determinant	Specimen	Sampling time
Hydrofluorosilicic acid (CAS 16961-83-4)	3 mg/L	Fluoride	Urine	*
	2 mg/L	Fluoride	Urine	*

* - For sampling details, please see the source document.

Appropriate engineering controls	Ensure adequate ventilation, especially in confined areas. Avoid generating mists. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Provide eyewash station.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear safety glasses with side shields (or goggles) and a face shield.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves. Impervious gloves. Confirm with reputable supplier first.
Other	As required by employer code. Use of an impervious apron is recommended. Wear appropriate chemical resistant clothing. Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield.
Respiratory protection	When workers are facing concentrations above the exposure limit they must use appropriate certified respirators. Where exposure guideline levels may be exceeded, use an approved NIOSH respirator. Respirator should be selected by and used under the direction of a trained health and safety professional following requirements found in OSHA's respirator standard (29 CFR 1910.134), CAN/CSA-Z94.4 and ANSI's standard for respiratory protection (Z88.2). Emergency responders should wear self-contained breathing apparatus (SCBA) to avoid inhalation of vapours generated by this product during a spill or other clean-up operations.
Thermal hazards	Not applicable.
General hygiene considerations	Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. When using do not eat or drink.

9. Physical and chemical properties

Appearance	Clear
Physical state	Liquid.
Form	Fuming liquid
Colour	Light yellow
Odour	Pungent
Odour threshold	Not available.
pH	1.2 (1% solution)
Melting point/freezing point	-15.56 °C (4 °F)
Initial boiling point and boiling range	105.56 °C (222 °F)
Flash point	Not available.
Evaporation Rate	N/A
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapour pressure	24 @ 77°F
Vapour density	N/A
Relative density	Not available.
Solubility(ies)	
Solubility (Water)	Complete
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.

Viscosity	Not available.
Other information	
Bulk density	10.29 lbs/gal @ 25%
Explosive properties	Not explosive.
Molecular weight	144.08
Oxidizing properties	Not oxidising.
Percent volatile	N/A
Specific gravity	1.234 @ 25%

10. Stability and reactivity

Reactivity	May be corrosive to metals. Caustics. This product may react with strong oxidizing agents.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Do not mix with other chemicals.
Incompatible materials	Strong oxidizing agents. Metals.
Hazardous decomposition products	May include and are not limited to: Fluoride gases. Hydrogen fluoride.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Toxic if inhaled.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Harmful if swallowed. May cause stomach distress, nausea or vomiting.

Symptoms related to the physical, chemical and toxicological characteristics
 Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity
 Toxic if inhaled. Harmful if swallowed.

Components	Species	Test results
Hydrofluorosilicic acid (CAS 16961-83-4)		
Acute		
<i>Inhalation</i>		
LC50	Rat	1.1 mg/L, 1 hr, ACROS ORGANICS
<i>Oral</i>		
LD50	Guinea pig	200 mg/kg, HSDB
	Rat	430 mg/kg, HSDB
		125 mg/kg, LOLI

Skin corrosion/irritation
 Causes severe skin burns and eye damage.

Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.

Serious eye damage/eye irritation
 Causes serious eye damage.

Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.

Respiratory or skin sensitisation

Respiratory sensitisation	Not a respiratory sensitizer.
Skin sensitisation	This product is not expected to cause skin sensitisation.

Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	See below.
ACGIH Carcinogens	
Hydrofluorosilicic acid (CAS 16961-83-4)	A4 Not classifiable as a human carcinogen.
Canada - Manitoba OELs: carcinogenicity	
FLUORIDES, AS F (CAS 16961-83-4)	Not classifiable as a human carcinogen.
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful. Exposure to fluorides over the years may produce an embrittlement and densification of bones, and an increased calcification of ligaments and vertebrae resulting in spinal stiffness.
Further information	Not available.

12. Ecological information

Ecotoxicity	Not available.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

General	Canada: TDG Proof of Classification: In accordance with Part 2.2.1 (SOR/2014-152) of the Transportation of Dangerous Goods Regulations, we certify that the classification of this product is correct as of the SDS date of issue. If applicable, the technical name and the classification of the product will appear below.
Transportation of Dangerous Goods (TDG - Canada)	
Basic shipping requirements:	
UN number	UN1778
Proper shipping name	FLUOROSILICIC ACID
Hazard class	8
Packing group	II

TDG



15. Regulatory information

Canadian federal regulations This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the HPR.

Canada CEPA Schedule I: Listed substance

Hydrofluorosilicic acid (CAS 16961-83-4) Listed.

Export Control List (CEPA 1999, Schedule 3)

Not listed.

Greenhouse Gases

Not listed.

Precursor Control Regulations

Not regulated.

WHMIS status Controlled

International regulations

Inventory Status

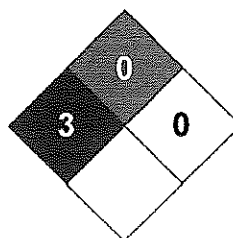
Country(s) or region	Inventory Name	On Inventory (Yes/No)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 3
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Issue date 26-October-2016

Revision date 26-October-2016

Version # 01

Other information For an updated SDS, please contact the supplier/manufacturee listed on the first page of the document.

Disclaimer The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Prepared by Dell Tech Laboratories Ltd. Phone: (519) 858-5021



PVS Benson.

1012 Gore Rd., Freelon ON L0R 1K0
Tel: 800-265-0014, 905-659-3351
Fax 905-659-1689
www.bensonchemicals.ca

Chemical Specifications Hydrofluorosilicic Acid 23-25%

Property	Unit of Measure	Minimum	Maximum
Density	Kg/L	1.18	1.27
H ₂ SiF ₆	%	23	25
Free Hydrofluoric Acid as HF	%	0	1.5
SO ₄	%	0	0.4
Arsenic	%	0	0.0005
Lead	%	0	0.0001

These are typical specifications only and are supplied by the manufacturers and suppliers to PVS Benson. The Material Safety Data Sheets have health & safety and regulatory information on each product. Safe handling and appropriate use are the responsibility of the customer. No representation or warranties, express or implied, of fitness for a particular purpose or of any other nature are made. The purchaser should establish if additional criteria are relevant for its intended uses.

**FURNISH AND DELIVER FLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER
PROJECT No: 202200237**

AGREEMENT

This Agreement, effective December 15, 2022 (“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

PVS NOLWOOD CHEMICALS, INC.

10900 Harper Avenue
Detroit, Michigan 48213

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish and deliver Fluorosilicic Acid to the Authority’s Facilities, 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 agrees as follows:

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier shall furnish and deliver Fluorosilicic Acid (“Fluoride”) 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 Fluoride is to be delivered and in what quantities.

1.02 The Supplier shall furnish and deliver the Fluoride upon the following terms and conditions:

- A. The Fluoride shall meet the specifications which are attached to, and incorporated in this Agreement as Appendix A.
- B. The Fluoride must conform to the requirements of the latest version of AWWA Standard B703. The Fluoride 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).

- C. The Supplier agrees to abide by all environmental laws and regulations relating to the sale and transport of Fluoride. 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 a Proposal, a copy of which are attached to, and incorporated in, this Agreement as the Bid Documents and Bid Form Supplements (BID-1 through BID-22).

1.05 This Agreement shall remain in effect from the Effective Date through July 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 two (2) additional one (1) year terms.

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 submitted and signed the Public Authorities Law forms, a copy of which are attached to and incorporated in, this Agreement as BID-11 through BID-14.

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 is attached to, and incorporated in, this Agreement as BID-15 through BID-20.

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 (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 Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as BID-22.

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 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, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements before entering any Authority property.

ARTICLE 3 – PRICING AND DELIVERY SCHEDULE

3.01 The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery. 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 included all freight, cartage, rigging, posting, and other transportation charges in such proposed unit price 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 delivery site.

3.02 The Supplier shall deliver the Fluoride within seven (7) days of receipt of an Authority Purchase Order. No Fluoride 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.

A. The Fluoride is to be delivered to the Authority's Water Treatment Plants as indicated on an Authority Purchase Order. The locations for delivery will be as follows:

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 shall deliver all materials and supplies as ordered by Authority personnel. The Supplier's failure to timely deliver an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney's fees and other expenses.

3.04 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.

3.05 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.

3.06 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

4.01 The Supplier agrees to accept the unit price of **\$990.00** for furnishing, delivering, and unloading each liquid ton of Fluorosilicic Acid to the Sturgeon Point Water Treatment Plant.

4.02 The Supplier agrees to accept the unit price of **\$990.00** for furnishing, delivering, and unloading each liquid ton of Fluorosilicic Acid to the Jerome D. Van de Water Water Treatment Plant.

4.03 Payment for each shipment shall be calculated on the basis of the following formula:

Amount of Payment = (Net weight received in liquid tons) x (A/B) x (Unit price)

Where:

- A is the concentration of fluorosilicic acid in the shipment as determined by the sampling and test methods AWWA Standard B703, Section 5.2.4.
- B is the concentration of fluorosilicic acid as specified in the Bidder's Proposal = 25%
- The Unit Price is the dollar per ton as specified in the Bid Forms Section (pp. BID-2 and BID-3).

4.04 The Supplier agrees to submit shipment invoices that clearly and correctly indicate and include the following:

- A. Delivery location.
- B. Actual total weight of shipment in liquid tons, as calculated based on weight ticket.

- C. Actual percent concentration of fluorosilicic acid, as determined by the required sampling and testing.
- D. Certified sampling and testing results of shipment.
- E. Certified weight ticket of shipment.

4.05 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.

4.06 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 Subcontract and Assignments: 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 Amendments: The parties agree any modifications or variations 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 Right to Terminate: 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 Indemnification:

- A. 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 agrees to 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 B.
- B. The Supplier agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier agrees to 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 Warranty: 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 New York Law and Jurisdiction: 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 Conflicts of Interest: 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 Additional Conditions: 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 Entire Agreement: 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 Independent Status: 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 contractor 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 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.

5.14 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 – EXECUTORY CLAUSE

7.01 The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority's Comptroller rejects or holds an invoice submitted by the Supplier due to a lack of funds in the appropriate budget line, the Supplier's only remedy would be (1) to await for a budget transfer to be approved, or (2) to accept a return of the materials and supplies F.O.B. to the point of delivery to the Supplier. The Authority shall not be subject to any further liability.

ARTICLE 8 – TERMINATION

8.01 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

PVS NOLWOOD CHEMICALS, INC.

By _____
Milisav M. Bulatovic

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 202__, 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 202__, before me personally came Milisav M. Bulatovic to me known, who, being by me duly sworn, did depose and say that he resides in _____, _____ that he is the Treasurer 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
ERIE COUNTY WATER AUTHORITY
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER

PROJECT NO: 202200237

1. WORK INCLUDED:

The SUPPLIER shall furnish, deliver and unload, F.O.B. to the point of delivery, Fluorosilicic Acid to the Erie County Water Authority (the "Authority") Water Treatment Plants described below.

2. CHARACTER OF FLUOROSILICIC ACID:

The SUPPLIER shall furnish a highly purified hydrofluorosilicic acid (H_2SiF_6), manufactured calcium fluoride product of virgin raw materials. The highly purified hydrofluorosilicic acid shall not be co-produced, or a by-product of any other manufacturing processes.

The hydrofluorosilicic acid shall not contain soluble materials, organic substances, or heavy metal contaminants as lead 0.001% maximum, lead as $\text{Pb} < 1.0 \text{ mg/L}$, and arsenic $\text{As} < 3.0 \text{ mg/L}$. The solution shall have a hydrofluorosilicic acid content of between 24.5% and 26% by H_2SiF_6 weight. It shall be clean and free of suspended matter and shall not contain more than 0.020% of impurities as listed in Table 1 of AWWA Standard B703-19.

The hydrofluorosilicic acid shall conform to the requirements of the Safe Drinking Water Act and other federal regulations for potable water systems as applicable, AWWA Standard B703-19 or the latest version, (drinking water treatment chemicals-health effects) except as modified herein. This material should be certified as suitable for contact with, or treatment of drinking water by an accredited certification organization in accordance with SPAC for impurities regulated under Appendix Band NSF/ANSI 60 (Drinking Water Treatment Chemicals - Health Effects). *An affidavit of compliance with the above specification is required and shall be submitted with the bid.* Maximum use level for potable water treatment is 5-6.0 mg/L or less.

Nonconforming shipments will be rejected.

Furnish material with the following physical characteristics:
Appearance/physical state color: liquid colorless

3. WATER TREATMENT PLANT LOCATIONS:

- A. STURGEON POINT WATER TREATMENT PLANT
722 Sturgeon Point 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. SITE INSPECTION:

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:

David M. Patton, PE, Senior Production Engineer
ERIE COUNTY WATER AUTHORITY
Sturgeon Point WTP
722 Sturgeon Point Road
Derby, New York 14047
716 685-8229 (Office)
Email: dpatton@ecwa.org

5. DELIVERY AND UNLOADING:

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 rejected and any associated shipping and handling or removal costs shall become the responsibility of the SUPPLIER.

The SUPPLIER shall provide at least 24-hour notice (by e-mail, 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.

The SUPPLIER shall make deliveries 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 its shipping agent to prevent any contamination of the Fluoride 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 Fluoride 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. SAFETY DATA SHEET:

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

7. SAMPLING AND TESTING:

Each shipment shall be sampled and tested by the SUPPLIER in accordance with latest version of AWWA Standard B703. The SUPPLIER shall furnish the AUTHORITY a Certificate of Analysis for each shipment. The certificate of Analysis shall accompany each shipment, with no exceptions.

8. NOTICE OF NONCONFORMANCE

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 1.204 – 1.274 – (20% - 30% fluorosilicic acid). In the event the specific gravity does not comply to the limits, the AUTHORITY shall reject the shipment. The AUTHORITY shall be exempt from any cost incurred for the rejection of a shipment that does not comply with the specification limits, or a 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. METHOD OF PAYMENT:

The Fluoride 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 fluorosilicic acid content 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.

Each shipment's invoice shall clearly indicate delivery location; the actual total weight of shipment in liquid tons, as calculated based on weight ticket; and the actual percent concentration of fluorosilicic acid, as determined by the required sampling and testing.

10. PAYMENT:

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

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

Where:

1. A is the concentration of fluorosilicic acid in the shipment, as determined by the sampling and test methods AWWA Standard B703, Section 5.2.4.
2. B is the concentration of fluorosilicic acid as specified in the Bidder's Proposal = 25%
3. The Unit Price is the dollar per ton as specified in the Bidder's Proposal (pp. 13-14).

The concentration of Fluorosilicic Acid as determined by the SUPPLIER will be accepted for use in calculating the amount of payment provided that the SUPPLIER is not notified within seven (7) 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 TECHNICAL SPECIFICATIONS

APPENDIX B
ERIE COUNTY WATER AUTHORITY
INSURANCE REQUIREMENTS

FURNISHING AND DELIVERING OF FLUOROSILICIC ACID TO THE ERIE COUNTY
WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER

PN 202200237

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 on-going 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 vendor 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 mmusarra@ecwa.org 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.

END OF INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ralph C. Wilson Agency, Inc Box 5069 Southfield MI 48086-5069	CONTACT NAME: Lisa Case PHONE (A/C, No, Ext): (248) 355-1414 E-MAIL ADDRESS: lisac@rcwa.net FAX (A/C, No): (248) 304-0877
INSURED PVS Nolwood Chemicals Inc Pressure Vessel Services Inc 10900 Harper Avenue Detroit MI 48213	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GL0125812	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA1049675	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0764044	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: ECWA - Project #202200237

Certificate holder, its officers, agents and employees are added as Additional Insured (General Liability/Automobile) on a primary and non-contributory basis with respect to work/services performed/product supplied by Named Insured per written contract/agreement. Waiver of Subrogation applies to General Liability/Automobile and Workers Compensation as required by written contract/agreement.

APPROVED/MJM

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority 295 Main Street Suite 350 Buffalo NY 14203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Columbia Center II 101 West Big Beaver Road 14th Floor/Suite 1444 Troy MI 48084 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED PVS Chemicals, Inc. 10900 Harper Avenue Detroit MI 48213 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lloyd's Syndicate No. 2623	
	INSURER B: Navigators Insurance Co	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570096514136**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CH22UMR896044IV	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$1,500,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	Env Site Liab			w26978190101	04/01/2019	04/01/2024	Aggregate Limit \$20,000,000 Per Occurrence Limit \$20,000,000 SIR/Deductible \$4,000,000

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

Umbrella policy attaches direct over underlying policies as listed out on the attached policy DEC pages. The terms and conditions of the umbrella are in line with the underlying policies terms and conditions. RE: ECWA Project No. 202200237, Furnish and Deliver Fluorosilicic Acid to ECWA. Erie County Water Authority is included as Additional Insured in accordance with the policy provisions of the Umbrella Liability policy. Umbrella Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority 295 Main Street, Suite 350 Buffalo NY 14203 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570096514136



AGENCY CUSTOMER ID: 10530349

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED PVS Chemicals, Inc.
POLICY NUMBER See Certificate Number: 570096514136		
CARRIER See Certificate Number: 570096514136	NAIC CODE	EFFECTIVE DATE:

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

Schedule of Named Insureds

PVS Technologies, Inc.
PVS Transportation, Inc.
PVS-Nolwood Chemicals, Inc.
PVS Minibulk, Inc.
PVS Chloralkali, Inc.
PVS Chemical Solutions, Inc.
PVS Steel Services, Inc.



Excess Casualty Division
A Division of Navigators Management Company, Inc.
Patrick Crotty
227 West Monroe St, 45th floor
Chicago, IL 60606

Date: March 31, 2022

[REDACTED]
AON RISK SERVICES CENTRAL INC
200 E RANDOLPH ST 12TH FLR
CHICAGO, IL 60601

Re: **PVS Chemicals, Inc.**
10900 Harper Avenue
Detroit, MI 48213
CH22UMR896044IV

[REDACTED]
[REDACTED]
Please consider this a confirmation that Navigators Umbrella is bound for PVS Chemicals, Inc. according to the following terms:

Binder

Company:	Navigators Insurance Company - Admitted	
Coverage:	Navigators Umbrella	
Policy Period:	4/1/2022 to 4/1/2023	
Limits:	\$10,000,000	Each Occurrence or Event
	\$10,000,000	General Aggregate
	\$10,000,000	Products-Completed Operations Aggregate
	\$1,500,000	Retained Limit

[REDACTED] [REDACTED]
Terrorism Premium: Excluded
[REDACTED] [REDACTED]



Excess Casualty Division
A Division of Navigators Management Company, Inc.
Patrick Crotty
227 West Monroe St, 45th floor
Chicago, IL 60606

Underlying:

Auto Liability (AOS)

Carrier: Amerisure Mutual Insurance Company
Policy No: CA 10496752902
Term: 4/1/2022 to 4/1/2023
Limits: \$5,000,000 Combined Single Limit
Detail:

Auto Liability (Foreign)

Carrier: ACE American Insurance Company
Policy No: PHFD38221930 007
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 Combined Single Limit
Detail:

Auto Liability (MA)

Carrier: Trumbull Insurance Company
Policy No: 35UENBN7802
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 Combined Single Limit
Detail:

Auto Liability (Canada)

Carrier: Zurich Insurance Company Ltd
Policy No: AF 9802343
Term: 5/27/2022 to 5/27/2023
Limits: \$5,000,000 Combined Single Limit
Detail:

Auto Liability (Canada)

Carrier: Peel Mutual Insurance Company
Policy No: 53071A01
Term: 10/1/2021 to 10/1/2022
Limits: \$2,000,000 Combined Single Limit
Detail:



Excess Casualty Division
A Division of Navigators Management Company, Inc.
Patrick Crotty
227 West Monroe St, 45th floor
Chicago, IL 60606

General Liability

Carrier: Amerisure Mutual Insurance Company
Policy No: GL 01258122702
Term: 4/1/2022 to 4/1/2023
Limits: \$1,500,000 Each Occurrence
\$1,500,000 Personal and Advertising Injury - Any One Person or Organization
\$4,000,000 General Aggregate ☐ Per Project ☒ Per Location
\$2,500,000 Products Completed Operations Aggregate

Detail:

☒ Occurrence ☐ Claims Made

General Liability (Foreign)

Carrier: ACE American Insurance Company
Policy No: PHFD38221930 007
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury - Any One Person or Organization
\$0 General Aggregate ☐ Per Project ☐ Per Location
\$2,000,000 Products Completed Operations Aggregate

Detail:

☒ Occurrence ☐ Claims Made

General Liability (Canada)

Carrier: Zurich Insurance Company Ltd
Policy No: 8846791
Term: 5/27/2021 to 5/27/2022
Limits: \$5,000,000 Each Occurrence
\$5,000,000 Personal and Advertising Injury - Any One Person or Organization
\$10,000,000 General Aggregate ☐ Per Project ☐ Per Location
\$5,000,000 Products Completed Operations Aggregate

Detail:

☒ Occurrence ☐ Claims Made



Excess Casualty Division
A Division of Navigators Management Company, Inc.
Patrick Crotty
227 West Monroe St, 45th floor
Chicago, IL 60606

Employers Liability

Carrier: Amerisure Mutual Insurance Company
Policy No: WC -0764044-36
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 BI by Each Accident - Each Accident
\$1,000,000 BI by Disease - Policy Limit
Detail:

Employers Liability (Foreign)

Carrier: ACE American Insurance Company
Policy No: PHFD38221930 007
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 BI by Each Accident - Each Accident
\$1,000,000 BI by Disease - Policy Limit
Detail:

Employers Liability (WI)

Carrier: Amerisure Mutal Insurance Company
Policy No: WC -2075502-11
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 BI by Each Accident - Each Accident
\$1,000,000 BI by Disease - Policy Limit
Detail:

Employee Benefits Liability

Carrier: Amerisure Mutual Insurance Company
Policy No: GL 01258122702
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 Each Employee
\$1,000,000 Aggregate
Detail:

☒ Occurrence ☐ Claims Made



Excess Casualty Division
A Division of Navigators Management Company, Inc.
Patrick Crotty
227 West Monroe St, 45th floor
Chicago, IL 60606

Employee Benefits Liability (Foreign)

Carrier: ACE American Insurance Company
Policy No: PHFD38221930 007
Term: 4/1/2022 to 4/1/2023
Limits: \$1,000,000 Each Employee
\$1,000,000 Aggregate
Detail:

☒ Occurrence ☐ Claims Made

Umbrella Liability

Carrier: Amerisure Mutual Insurance Company
Policy No: CU 21164010102
Term: 11/16/2021 to 11/16/2022
Limits: \$4,000,000 Each Occurrence
\$4,000,000 Aggregate
\$4,000,000 Products Completed Operations Aggregate
Detail: Umbrella for Continental Tanker
Which is in excess of at least
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
\$1,000,000 Products Completed Operations Aggregate

☒ Occurrence ☐ Claims Made





Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE 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)

Pressure Vessel Service, Inc.

55 Lee Street

Buffalo, NY 14210

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

ERIE COUNTY WATER AUTHORITY

295 MAIN STREET, SUITE 350

BUFFALO, NY 14203

1b. Business Telephone Number of Insured
(313) 921-1200

1c. Federal Employer Identification Number of Insured or Social Security Number 38-1226669

3a. Name of Insurance Carrier
Lincoln Life & Annuity Company of New York

3b. Policy Number of Entity Listed in box "1a"
000010236252

3c. Policy effective period:

01/01/2018 to 01/01/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of the employer's employees:

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.

Date Signed 12/05/2022 By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

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 emailed to PAU@wcb.ny.gov or it can 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 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 (Article 9 of the Workers' Compensation Law) with respect to all of his/her employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The Insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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 NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.