



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

August 25, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Michael W. Wymer, Senior Production Engineer *MWW*

Subject: Contract Addendum - ECWA Project No. 201900007
Furnishing and Delivering of Liquid Chlorine in One Ton Containers
To the Erie County Water Authority for the Treatment of Water
From May 1, 2019 through April 30, 2021

The Erie County Water Authority has received the attached notification from JCI Jones Chemicals, Inc. (JCI) of an immediate increase in the unit price of liquid chlorine from our current contract price of \$579.00 per ton to \$749.00 per ton. JCI has identified the increase in the price of raw materials used by the producers of the liquid chlorine as the reason for the price increase.

JCI was the only bidder on the original contract which was recently extended through April 30, 2022. Currently there are no alternate suppliers of liquid chlorine in the immediate area. Due to safety and space concerns, our treatment plants typically store no more than a 30-day supply of liquid chlorine, which is common among other water utilities.

The engineering and legal departments have met to discuss this situation, and agree that, as no alternate source of liquid chlorine is available and that liquid chlorine is necessary in the production of safe, regulatory compliant water, the Authority must move forward with the execution of the amendment to the original contract as provided by JCI.

The following documents are attached:

- Blue Authorization Form – Blue Authorization Form indicating the requested Board action and approvals needed.
- Correspondence from JCI Jones Chemical Inc. regarding the price increase.
- Original Project Manual and one-year extension.

Budget Information: Unit 1010, Sturgeon Point - Operation & Maintenance Item 13 – Chemicals
Unit 1015, Van de Water - Operation & Maintenance Item 13 – Chemicals

MWW:mww

Attachments

cc: R.Stoll

L.Kowalski

L.Lester

CHEM-164-1901-I-186

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

Contract: _____ **Project No.:** 201900007
Project Description: Furnishing and Delivering of Liquid Chlorine in One Ton Containers to the Erie County Water Authority for Treatment of Water From May 1, 2019 to April 30, 2021

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	<u><i>Sheela Dey</i></u>	Date: <u>8/25/2021</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u><i>Russell J. Holt</i></u>	Date: <u>8/25/2021</u>
<input checked="" type="checkbox"/> Executive Engineer	<u><i>Jeanne F. Koralik</i></u>	Date: <u>08/25/2021</u>
<input checked="" type="checkbox"/> Director of Administration	<u><i>Devonija Lester</i></u>	Date: <u>08/25/2021</u>
<input checked="" type="checkbox"/> Risk Manager	<u><i>Molly Jo Musarra</i></u>	Date: <u>8/25/2021</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Karen Prendergast/tg</u>	Date: <u>08/31/21</u>
<input checked="" type="checkbox"/> Legal	<u><i>[Signature]</i></u>	Date: <u>08/31/21</u>

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority *[Signature]* Date: 08/25/21

Remarks: Amendment of unit price

Resolution Date: _____ **Item No:** _____



August 24, 2021

PLEASE SIGN AND RETURN BY 8/25/21
TO AVOID POSSIBLE SHIPMENT DELAYS

Erie County Water Authority
All Locations

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective **September 1st 2021** your Chlorine price must increase from \$579.00 per ton to **\$749.00 per ton**. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to caledonia@jcichem.com or return via fax to (585) 538-2316.

Accepted by: _____ Date: _____



**Westlake
Chemical**

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

July 15, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US\$ 85 per short ton in the United States, and C\$ 120 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine and chlorine derivatives, this is in addition to previously announced price increases.

Westlake's chlorine order management program (60%) remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky
Director, Commercial Chlor-Alkali

June 28, 2021

Mr. James Chappel
Executive Vice President
JCI Jones Chemicals Inc.
1765 Ringling Blvd.
Sarasota, FL 34236

RE: Chlorine Price Increase

Dear Mr. Chappel:

Occidental Chemical Corporation is announcing today an off-schedule price increase of \$150.00 per short ton for all sales into the U.S. and \$185.00 CAD per metric ton for all sales into Canada on all grades of Liquid Chlorine (Chlorine). This increase is effective immediately for spot customers or as terms permit for contract customers. Minimum lead-time for all railcar orders will be 21 days.

We appreciate the confidence you have placed in OxyChem as your supplier. Should you have any questions regarding this increase, please contact your OxyChem Account Manager.

Sincerely,



Jason A. Welch
General Manager Sales - Basic Chemicals

JAW/mme

cc: Judson Crawley



**Westlake
Chemical**

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

May 26, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US\$ 85 per short ton in the United States, and C\$ 120 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine and chlorine derivatives, this is in addition to previously announced price increases.

Westlake's chlorine order management program (60%) remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky
Director, Commercial Chlor-Alkali

**AMENDMENT NO. 1 TO
MATERIAL & SUPPLY CONTRACT FOR
FURNISHING & DELIVERING OF LIQUID CHLORINE**

AMENDMENT, effective May 1, 2021, to the Material & Supply Contract for Furnishing & Delivering, entered on April 1, 2019, by and between

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the "Authority", and

JCI JONES CHEMICALS, INC.
100 Sunny Sol Blvd.
Caledonia, New York 14423

hereinafter referred to as "Supplier".

WHEREAS, on March 26, 2019, the Authority awarded the Supplier a material and supply contract for the furnishing and delivering of liquid chlorine to the Authority's treatment plants (the "Contract"); and

WHEREAS, the Contract, executed on April 4, 2019, provides services until April 30, 2021; and

WHEREAS, in accordance with paragraph 15 of the Contract, the parties may agree to extend the Contract on the same terms and conditions for one year; and

WHEREAS, the Supplier has agreed to extend this Contract until April 30, 2022 based on the same terms and conditions including but not limited to furnishing and delivering liquid chlorine to the Authority's treatment plant at the price of \$579.00 per ton; and

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree to the following:

- (1) The term and conditions of the Contract shall continue in effect until April 30, 2022;
- (2) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement; and

(3) The parties agree to accept electronic signature pages, signed in conformity with the Governor's Executive Order No. 202.8, allowing any notarial action to be performed utilizing audio-video technology.

IN WITNESS WHERETO, the parties hereto have caused this Amendment No. 1 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

ERIE COUNTY WATER AUTHORITY

By


Jerome D. Schad, Chair

JCI JONES CHEMICALS, INC.

By


~~Jeffrey C. Jones, CEO~~

DEBORAH STELLA, SALES COORDINATOR

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 18th day of February, in the year 2021, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the 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 he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

PATRICIA FABOZZI #4957586
Notary Public, State of New York
Qualified in Erie County
My Commission Expires October 16, 2022


Notary Public

STATE OF New York)
COUNTY OF Livingston) ss:

On the 23 day of February, in the year 2021, before me personally came Deborah Stella to me known, who, being by me duly sworn, did depose and say that he resides in Le Roy that he is the Sales Coordinator of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

ELIZABETH M. LYNESS
Notary Public, State of New York
Reg. No. 01LY6343666
Qualified in Livingston County
My Commission Expires 06/13/24


Notary Public



JCI JONES CHEMICALS, Inc.
Consent to Shareholder Action

January 2, 2019

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

RESOLVED, that all Corporate Officers generally,

1. **Cody DeGross, Acting Branch Manager**
2. **Debbie Stella, Office Manager**

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

Jeffrey W. Jones
Chief Executive Officer & President

ATTEST:

Laura Webber

Project Manual

**Furnishing and Delivering of
Liquid Chlorine in One Ton Containers
to the Erie County Water Authority
for the Treatment of Water
from May 1, 2019
through April 30, 2021**

Project No. 201900007

February 2019

Production

Contract #	19-05-04
Budget Item #	
E. C. #	
Others - Bond Issue #	
O.W.I.P. #	
Expense #	

Erie County Water Authority

**295 Main Street, Room 350
Buffalo, New York 14203**



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ERIE COUNTY WATER AUTHORITY
295 MAIN STREET, ROOM 350
BUFFALO, NEW YORK 14203

**FURNISHING AND DELIVERING LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY FOR THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

PROJECT No: 201900007

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. for **FURNISHING AND DELIVERING LIQUID CHLORINE IN ONE TON CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY FOR THE TREATMENT OF WATER FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

Bids will be received by the Erie County Water Authority until 11:30 a.m. prevailing time, on Tuesday, March 5, 2019 at the Cashier's Office of the Authority, 295 Main Street, Room 350, Buffalo, New York 14203, and then at that time and place will be publicly opened and read.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie county Water Authority shall be directed to the "CASHIER'S OFFICE" 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-FURNISHING AND DELIVERING LIQUID CHLORINE IN ONE TON CONTAINERS TO THE ERIE COUNTY WATER AUTHORITY FOR THE TREATMENT OF WATER FROM MAY 1, 2019 THROUGH APRIL 30, 2021". Failure to follow the above instructions could result in rejection of the bid.

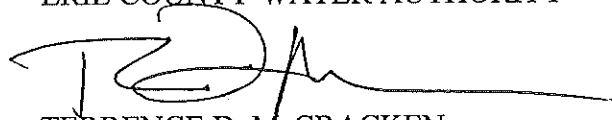
Beginning at 9:00 a.m. on Thursday, February 7 2019, the Information to Bidders, Form of Bid and form of Contract, Specifications, and Security Bonds may be examined at the above address and may be obtained by writing the Cashier's Office at the above address or calling (716) 849-8484, between the hours of 9:00 a.m. and 5:00 p.m.

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, 3030 Union Road, Buffalo, New York 14227, telephone 716-685-8229.

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 bid chosen may result in the award of the contract to a bidder whose bid is not mathematically low.

ERIE COUNTY WATER AUTHORITY



TERRENCE D. McCracken
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

INSTRUCTIONS TO BIDDERS

1. PROPOSALS RECEIVED AND WORK INCLUDED

The Erie County Water Authority (hereinafter called the OWNER) will receive proposals at the time and place, under the conditions stated and for the work and/or material described in the Notice to Bidders.

2. BID SUBMITTAL

A. BID DOCUMENTS

Proposals must be made upon the forms contained herein.

The proposal as submitted, shall not be separated from the volume containing the other Contract Documents which are bound with it. 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. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership or by a corporation, the proposal must be signed and sealed by an official of the firm, partnership or corporation authorized to sign contracts, and must also show the post office address of the firm, partnership or corporation. No person co-partnership, or corporation shall submit more than one proposal, either directly or by agent.

The following original signatures are required to be affixed at the time of bid:

<u>ITEM</u>	<u>PAGE</u>
Proposal *	<u>PS 2-2</u>
Ground for Cancellation of Contract *	<u>PS 3-1</u>
Non-Collusion Bidding Certificate *	<u>PS 3-4</u>
State Finance Law Requirements:	
Form A	<u>PS 3-6</u>
Form B	<u>PS 3-7</u>
Form C	<u>PS 3-9 and 3-10</u>
Section 139 of State Finance Law, Statement relating to Sexual Harassment Policy	<u>PS 3-12</u>

The bidder must also complete the following:

Information required from Bidders PS 3-13 or 3-14 ;
3-15 and 3-16

* Sealed and authorized signature required if bid is by a Corporation.

B. ADDITIONAL REQUIREMENTS

1. Each Bidder must also furnish with his bid the bond or check described in Section 3.
2. Each Bidder must also furnish Material Brochures specified in Section PS5.
3. All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie County Water Authority shall be directed to the "CASHIER'S OFFICE" in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED" along with the title of the bid project.
4. Failure to follow the above instructions could result in rejection of the proposal.

3. 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 OWNER. The bid bond must contain original signatures in ink. Pencil, stamped, Thermofax, Xerox, or any other copies of the signatures will be grounds for voiding the bid.

Bid bonds or checks will be returned to all except the three lowest bidders within three (3) banking days after the formal opening of the bids. The checks or bonds will be returned to the three lowest bidders within five (5) banking days after the execution of the contract and the furnishing of the required security by the successful bidder.

The bid bond shall be approved by the Owner's Attorney for the Authority 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 Owner as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.

4. EQUIPMENT AND MATERIAL 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.

5. **IRREGULAR PROPOSALS**

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, bids containing escalation clauses or irregularities of any kind. Bids that are considered unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected. If such unbalanced bids are accepted, the unit price or lump sum bids cannot be changed or amended and shall prevail for any amount provided pursuant to the contract. The OWNER further reserves the right to waive any and all informalities in the bidding of this work, if it is deemed to be in the best interest of the OWNER. The Bidder will not be allowed to take advantage of any error or omissions.

6. **INTERPRETATIONS**

If any person contemplating submitting bids is in doubt as to the true meaning of any part of these proposed Contract Documents, he may submit to the Engineer a written request for an interpretation thereof.

No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any Bidder orally. 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, 3030 Union Road, Buffalo, New York 14227, telephone 716-685-8229. Every request for such interpretation must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications, which, if issued, will be mailed either by Registered or Certified mail, with return receipt requested, to all prospective bidders (at the respective address furnished in the application for Invitation to Bid) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve any bidder from any obligation under his 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 as part of the Bid Documents. The OWNER will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the OWNER before expiration of the time set for the receipt of bids.

7. **COMPETENCY OF BIDDERS**

Proposals will not be considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in receivers' hands at the time of tendering a proposal or at the time of entering into a contract, but the Erie County Water Authority reserves the right to accept or reject such proposals in the best interest of the Authority.

Each bidder shall be experienced in the kind of work to be performed and shall have the necessary equipment and sufficient capital to execute properly the work within the time allowed, and to prosecute and complete the work at the rate of time specified. Bids may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the work. Each bidder shall include with his bid the form entitled "INFORMATION REQUIRED FROM CONTRACTORS AT THE TIME OF CANVAS OF BIDS" in the proposal. Low bidders may be asked to furnish additional data to demonstrate competency.

8. **WITHDRAWAL OF PROPOSALS**

If a bidder wishes to withdraw his proposal, he may do so before the time fixed for the opening of bids by written communication of his purpose to the OWNER. Upon receipt of such notice prior to the time set for opening of bids the proposal will be returned to him unopened.

9. **BID OPENING**

Bids will be received and opened in the Authority's principal office, as set forth in the Notice to Bidders. Bids shall remain open for 45 days.

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

10. **RIGHT TO REJECT**

The OWNER reserves the right to reject any/or all proposals and to rebid the Contract when the Authority deems it in the public interest to do so.

11. **MBE REQUIREMENTS**

The successful bidder must comply with the Authority's Women and Minority Business Enterprise Policy, which is set forth in Appendix A. The successful bidder, within one week of the opening of the bids, must also complete and return Part A of the WMBE requirements. Part A should be returned to Director of Equal Employment Opportunity (ECWA), at the Authority's Service Center, 3030 Union Road, Buffalo, New York 14227

12. **BONDS AND INSURANCE**

The successful bidder, before being awarded the contract, shall furnish the Certificate of Insurance as set forth in Appendix B. The successful bidder shall also provide any bonds required by Appendix C.

13. **AWARD OF CONTRACT**

All contracts, or change orders, for work, materials or supplies performed or furnished in connection with construction shall be awarded by the Authority pursuant to resolution.

If the Authority shall not deem it for the interest of the Authority to reject all bids, it shall award the contract to the lowest bidder, unless the Authority shall determine that it is in the best interest of the public to award a bid even though the proposal chosen may result in the awarding of a contract to a bidder whose bid is not mathematically low.

14. **EXECUTION OF THE CONTRACT**

The party to whom the contract is awarded or his authorized representative will be required to execute the contract within five (5) banking days from the date of the award, and, in case of his failure or neglect to do so, the OWNER may, at its option, determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the OWNER. At its option, the OWNER may also elect to accept the bid security and sue for damages for breach of contract, delay, etc.

15. **EXEMPTION FROM SALES AND/OR USE TAXES**

The CONTRACTOR is advised that the OWNER, a public benefit corporation created by the State of New York, is exempt from payment of all State and Local sales and compensating use taxes of the State of New York and cities and counties on the purchase of all materials and supplies incorporated in and becoming an integral component part of the work, structures, buildings or real property, pursuant to the provisions of this contract. Such taxes are not to be included in the contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by or leased to the SUPPLIER or a subcontractor or to supplies, machinery, equipment and materials which, even though they are consumed in the performance of the contract, are not incorporated into the completed permanent work. The SUPPLIER and his subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

The OWNER will supply the necessary exemption certificates to the SUPPLIER.

SUPPLIER and his subcontractors and materialmen shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a CONTRACTOR Exempt Purchase Certificate or other appropriate certificates to all persons, firms or corporations from whom they purchase supplies, materials and equipment for the performance of the work covered by this contract.

ERIE COUNTY WATER AUTHORITY

BIDDER'S PROPOSAL

FOR

**FURNISHING AND DELIVERING
LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

ECWA PROJECT No. 201900007

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

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

In case of discrepancy, written unit figures shall govern.

<u>ERIE COUNTY WATER AUTHORITY</u>	<u>ESTIMATED</u>	<u>COMPUTED</u>
	<u>QUANTITY</u>	<u>TOTAL</u>
<p>ITEM 1 - Furnishing, delivering and unloading f.o.b. destination, approximately 510 tons of Liquid Chlorine to the Sturgeon Point Water Treatment Plant in accordance with the specifications for the unit cost FIVE HUNDRED SEVENTY NINE Dollars and <u>ZERO</u> Cents (\$ <u>579.00</u>) per ton (2,000 lbs.)</p>	510 Tons	\$ <u>295,290.00</u>

ITEM 2 - Furnishing, delivering and unloading
 f.o.b. destination, approximately 240 tons
 of Liquid Chlorine to the
 Jerome D. Van de Water Water Treatment Plant
 in accordance with the specifications
 for the unit cost of

FIVE HUNDRED SEVENTY NINE	Dollars		
and ZERO	Cents		
(\$ 579.00)	per ton (2,000 lbs.)	240 Tons	\$ <u>138,960.00</u>

TOTAL AMOUNT: (BID ITEMS 1 and 2)

FOUR HUNDRED THIRTY FOUR THOUSAND			
TWO HUNDRED FIFTY		Dollars	\$ <u>434,250.00</u>
and ZERO	Cents		
(Written)			(Figures)

ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:

SECTION 2875 & 2878 OF THE PUBLIC AUTHORITIES LAW WHICH REQUIRES 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.

Contracting Company

Per: Deborah Stella
DEBORAH STELLA

Date: FEBRUARY 25, 2019

(SEAL)

State Delivery (if applicable):

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

Section 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 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 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 or 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 waive of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

JCI JONES CHEMICALS, INC.

(Name of Individual, Partnership or Corporation)

By Deborah Stella

(Person authorized to sign)
DEBORAH STELLA

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW**Section 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 title.

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.

SECTION 2878 OF THE PUBLIC AUTHORITIES LAW

Section 2878. Statement of non-collusion in bids or proposals to public authority.

(1) Every bid or proposal hereafter made to a public authority or to any official, any public authority created by the state or any public subdivision, where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

NON-COLLUSIVE BIDDING CERTIFICATION

(a) 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with a bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made of the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering jobs to be procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid and execute this statement of non-collusion; that each of the statements contained in (1), (2) and (3) of paragraph (a) are true; that he is familiar with the statements and restrictions contained in paragraph (b) and the paragraph regarding the publication of price lists, etc. and such statements and restrictions are true and have been complied with by the bidder.

JCI JONES CHEMICALS, INC.

(Name of Individual, Partnership or Corporation)

By Deborah Stella
(Person authorized to sign)

DEBORAH STELLA
(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 39-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 Policy 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: S. Jones Date: 2.25.2019

Name: SUSAN MALLOY JONES

Title: C.A.O.

Contractor Name: JCI JONES CHEMICALS, INC

Contractor Address: 100 SUNNY SOL BLVD
CALEDONIA, NY 14423

FORM B**Offerer's Certification of Compliance
With State Finance Law §139-k(5)****Instructions:**

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

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: J. Jones Date: 2.25.2019

Name: SUSAN MULLOY-JONES

Title: C.A.O.

Contractor Name: JCI JONES CHEMICALS, INC

Contractor Address: 100 SUNNY SOL BLVD
CALEDONIA, NY 14423

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-j(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:

JCI JONES CHEMICALS, INC.

Address: 100 SUNNY SOL BLVD.

CALEDONIA, NY 14423

Name and Title of Person Submitting this Form: SUSAN MALLEY JONES
C.A.O.

Contract Procurement Number: 201900007

Date: 2.25.2019

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: _____

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: [Signature] Date: 2-25-2019
Signature

Name: SUSAN MALLOY JONES

Title: C.A.O.

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(1).

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, 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.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, 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 the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

JCI JONES CHEMICALS, INC.
(Name of Individual, Partnership or Corporation)

By J. Jones C.A.O.
(Person authorized to sign)

(SEAL)

**INFORMATION REQUIRED FROM CONTRACTORS
AT TIME OF CANVASS OF BIDS**

(INDIVIDUALS OR PARTNERSHIPS)

Official Name: _____

Official Business Address: _____

Business Telephone: _____

For Partnerships and Assumed Names Only:

Has Certificate been filed with County Clerk in which business is carried out? Yes () No ()

Date of Filing Certificate: _____

Names and Addresses of Individuals included in Certificate:

List Financial References including at least one Bank and one Supplier

Have you ever failed to complete any project or been terminated from a contract? _____

Were you ever denied a contract after being the low bidder? _____

List any lawsuits involving breach of contract in which you are a party _____

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

ID Number:: (complete one)

Federal Employer Identification Number: _____

Social Security Number: _____

INFORMATION REQUIRED FROM CONTRACTORS
AT TIME OF CANVASS OF BIDS

(CORPORATIONS)

Official Corporate Name: JCT JONES CHEMICALS, INC.

Official Business Address: 1765 RINGLING BLVD, SARASOTA FL 34236

Business Telephone: 941.330.1537

Incorporated Under Laws of the State of: NEW YORK

Certificate of Incorporation filed in the office of the Clerk of the County of: LIVINGSTON

Date of incorporation: 1.23.1956

Names, Address and Official Title of Principle Officers of Corporation and Stockholders with Ten Percent (10%) or more of stock:

JEFFREY W. JONES C.E.O

4300 HIGEL AVE SARASOTA FL 34242

List Financial References including at least one Bank and one Supplier

BBVA-AMANDA MEHER, COMMERCIAL RELATIONSHIP 941.203.7657

FLYERS ENERGY - 2360 LINDBERGH ST. AUBURN, CA 95602

Have you ever failed to complete any project or been terminated from a contract? 800.995.0401 NO

Were you ever denied a contract after being the low bidder? NO

List any lawsuits involving breach of contract in which you are a party N/A

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

ID Number: (complete one)

Federal Employer Identification Number: 16-0809645

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS

EXPERIENCE

1. How many years has your organization been in business under your present name? 89
2. What projects similar to this one has your organization completed? Include all projects done in the last three years and all projects done for the ECWA in the last five years. (A)
3. What projects has your organization completed under a different name? (B)
4. List the name of the organization referred to in Question 3 and the names of the officers of that organization _____

CLASS OF WORK	CONTRACT AMOUNT	WHEN COMPLETED	NAME & ADDRESS OF ENGINEER OR OWNER
A.			
CHLORINE	\$370,300.00	1/1/16-4/30/19	ECWA
CAUSTIC SODA	\$680,000.00	11/1/16-10/31/18	ECWA
B. NONE			

INFORMATION REQUIRED FROM BIDDERS

OSHA INFORMATION

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

THE JCI JONES CHEMICALS, INC FACILITY IN CALEDONIA, NEW YORK
ENTERED INTO A STIPULATED SETTLEMENT AGREEMENT WITH THE
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION ON DECEMBER 1,
2016 TO ADDRESS SEVERAL PROCESS SAFETY MANAGEMENT (PSM) RELATED

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

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

List any additional information on a separate sheet and attach.

ISSUES THAT AROSE FROM NATIONAL EMPHASIS PROGRAM (NEP) INSPECTION THAT WAS CONDUCTED BETWEEN JANUARY 7, 2016 AND MAY 25, 2016. ALL ISSUES IDENTIFIED DURING THE NEP INSPECTION WERE IMMEDIATELY ADDRESSED. BY ENTERING INTO THE AGREEMENT JCI DID NOT ADMIT THAT IT VIOLATED ANY STANDARDS, NOR WAS IT CONSTRUED AS AN ADMISSION OF FAULT OR LIABILTIY. THE TERMS AND CONDITIONS OF THE AGREEMENT ARE AVAILABLE TO DISCUSS WITH JCI EXECUTIVE MANAGEMENT PERSONNEL UPON REQUEST.

ERIE COUNTY WATER AUTHORITY

BUFFALO, NEW YORK

SUPPLY CONTRACT

AGREEMENT

**FURNISHING AND DELIVERING
LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.**

ECWA PROJECT No. 201900009

THIS AGREEMENT IS made this 4th day of April in the year 2019, between the ERIE COUNTY WATER AUTHORITY hereinafter called the OWNER, party of the first part, and JCI JONES CHEMICALS, INC., hereinafter called the SUPPLIER, party of the second part.

1. **COVENANT**

The parties to this agreement, in consideration of the mutual undertakings, promises and agreements contained herein do hereby undertake, promise and agree to bind themselves and their successors and assigns to the obligations set forth herein.

2. **CONTRACT DOCUMENTS**

The Contract Documents shall consist of: the Notice To Bidders; Instructions for Bidders; the Proposal, this Agreement; the Detailed Specifications; all Appendices, Addenda and Contract Drawings, and Insurance Certificates and bonds.

3. **MATERIALS TO BE SUPPLIED**

SUPPLIER will furnish and deliver the materials described in the Specifications. SUPPLIER must transfer a good and incontrovertible title to all materials furnished hereunder, free and clear of all liens and encumbrances of whatever name and nature. Title to the material will not pass to the Authority until delivery to the site designated by the Authority.

4. **DELIVERY DATE AND EXTENSION OF TIME**

Upon receipt of an order, SUPPLIER will deliver the materials within the time specified in the Technical Specifications. No extensions of time will be granted except in writing by the OWNER, in its sole discretion. The parties agree that time is of the essence of this contract.

5. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

SUPPLIER agrees to abide by all environmental laws and regulations in the sale and transport of the materials and agrees to hold the OWNER harmless for any liabilities arising therefrom.

6. **PAYMENT**

The OWNER agrees to pay the SUPPLIER the unit prices set forth in the Proposal for all Materials delivered.

The OWNER shall make payments as follows:

(a) On not later than the fifth day of every month, the SUPPLIER shall present to the OWNER an invoice covering the total quantities that have been supplied from the start of the contract up to and including the last day of the preceding month together with such supporting evidence as may be required by the OWNER.

(b) On not later than the 15th day of the following month after the invoice is submitted, the OWNER shall, after deducting previous payments made, pay to the Contractor 100% of the amount of the invoice.

(c) Final payment of all monies due on the contract shall be made within thirty (30) days of completion and acceptance of the contract for the materials, supplies or equipment supplied.

7. **ACCEPTANCE AND FINAL PAYMENT**

The acceptance by the SUPPLIER of the Final Payment shall be and shall operate as a release to the OWNER of all claims and of liability, to the SUPPLIER for all things done or furnished in connection with this work, and for every act and neglect of the OWNER and other relating to or arising out of this work, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the SUPPLIER from his sureties from any obligations under the contract or any warranties or bonds.

8. WARRANTY

Notwithstanding anything to the contrary herein contained, 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 obligations of the SUPPLIER herein are independent of any other obligations.

9. INDEMNIFICATION

The SUPPLIER agrees that he will indemnify and save the OWNER harmless from all claims whether direct or arising from a third party claim costs disbursements and reasonable attorneys' fees growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies including commissary, incurred in the furtherance of the performance of this contract. The SUPPLIER shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature herein above described have been paid, discharged or waived. If the SUPPLIER fails so to do, then the OWNER may, after having served written notice on the said SUPPLIER, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the SUPPLIER'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the SUPPLIER shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence and payment be construed to impose any obligations upon the OWNER to either the SUPPLIER or his Surety. In paying any unpaid bills of the SUPPLIER, the OWNER shall be deemed the agent of the SUPPLIER, and any payment so made by the OWNER shall be considered as a payment made under the contract by the OWNER to the SUPPLIER and the OWNER shall not be liable to the SUPPLIER for any such payments made in good faith.

10. ROYALTIES AND PATENTS

The SUPPLIER shall pay all royalties, fees required under patent grants, and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and its officers, agents and representatives harmless from loss on account thereof.

11. ASSIGNMENT AND SUBCONTRACTING

No SUPPLIER shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any rights, title or interest thereunder, without the prior written consent of the Authority. Any such purported action without such consent shall be null and void.

12. CUSTOM, USAGE AND MODIFICATION

This agreement constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations, oral or in writing, regardless of custom and usage in the trade, industry, etc. in this locality or elsewhere. Neither this agreement nor any term, covenant, provision or condition may be changed, waived, discharged or terminated orally or in any manner other than an instrument in writing executed and acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

It is understood and agreed by the parties hereto that no single person can act on behalf of the Erie County Water Authority as the Authority can only act pursuant to resolution properly adopted.

13. BONDS AND INSURANCE

The SUPPLIER agrees to obtain and keep in force and effect the insurance required by Appendix B and all bonds required by Appendix C.

14. EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

15. GROUNDS FOR RENEWAL OF CONTRACT

If the Erie County Water Authority and SUPPLIER mutually agree to continue this Contract after the 30th day of April, 2021, it shall be extended for the term of one (1) year on the same terms and conditions provided for herein. Supplier shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this Contract.

ATTEST:

ERIE COUNTY WATER AUTHORITY

By: *[Signature]*

(Title)

(Title)

Chair

ATTEST:

SUPPLIER

Jepson Chemicals, Inc

By: *Deborah Stella*

Sales coordinator

(Title)

By: _____

(Title)

(Seal if bid is by a corporation)



Acknowledgment of Authority

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

On this 4th day of April, 2019
before me personally came Jerome D. Schad, to me
known and known to me to be the Chairman of the Erie
County Water Authority, who, being by me duly sworn, did depose and say that he is the Chairman
Chairman of the Erie County Water Authority, the body described
in and which executed the foregoing contract; that he knows the seal of said Authority; that the seal
affixed to said contract was such seal; that by virtue of authority conferred upon him he subscribed
his name to the foregoing contract and that he executed the same as Chairman
Chairman for the purposes therein mentioned.

(SEAL)

Patricia Faloy
Notary Public

PATRICIA FABOZZI #4957586
Notary Public, State of New York
Qualified in Erie County
My Commission Expires October 16, 2021

Acknowledgment if the Supplier is an Individual

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

On this 29th day of March, 2019
before me personally came Deborah Stella, to me
known and known to me to be the person described in and who executed the foregoing contract, and
who acknowledged to me the execution thereof for the purposes therein mentioned.

Elizabeth M Lyness
Notary Public

ELIZABETH M LYNESSE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LY6343666
Qualified in Livingston County
My Commission Expires 06-13-2020

**Acknowledgment if
Supplier is a Partnership**

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

On this _____ day of _____, _____
before me personally came _____, to me
known and known to me to be a member of _____
_____, the firm
described in and which executed the foregoing contract, and he acknowledged to me that he
subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

Notary Public

**Acknowledgment if
Supplier is a Corporation**

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

On this 29th day of March, 2019
before me personally came Deborah Stella, to me
known, who, being by me duly sworn did depose and say that he resides in LeRoy NY

that he is the Sales Coordinator, of _____
JCI Jones Chemicals, the corporation
named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by order of the directors of said
corporation, and that he signed his name thereto by like order.

(SEAL) ELIZABETH M LYNESS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LY6343666
Qualified in Livingston County
My Commission Expires 06-13-2020

Elizabeth M Lyness
Notary Public

TECHNICAL SPECIFICATIONS
for
FURNISHING AND DELIVERING
LIQUID CHLORINE IN ONE TON CONTAINERS
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FROM MAY 1, 2019 THROUGH APRIL 30, 2021.

ECWA PROJECT No. 201900007

1. WORK INCLUDED:

The SUPPLIER shall furnish, deliver, and unload FOB Destination to the locations specified herein, one ton containers for liquid chlorine (containers used to be solely for chlorine) for use in the treatment of potable water supplies.

2. CHARACTER OF THE LIQUID CHLORINE:

The SUPPLIER shall supply chlorine which contains no material which might have a toxic or other effect when it is used in the treatment of potable water supplies. The chlorine shall conform to the requirements of AWWA Standard B301-18 and NSF/ANSI / 60 Drinking Water Treatment Chemicals - Health Effects except as modified herein. Materials shall comply with the requirements of the Safe Water Drinking Water Act and other federal regulations for potable water. An affidavit of compliance with the above specification is required and shall be submitted with the bid. Liquid chlorine supplied according to the standard shall not be less than 99.5 percent by volume as determine by analyzing the chlorine by method described in Section 5.3.2.1. of AWWA Standard B301-10.

3. WATER TREATMENT PLANT LOCATIONS:

- A. STURGEON POINT WATER TREATMENT PLANT
722 Sturgeon Point Road
Derby, New York 14047
Phone: 716-685-8340
Fax: 716-685-8359
- B. JEROME D. VAN DE WATER WATER TREATMENT PLANT
3750 River Road
Tonawanda, New York 14150
Phone: 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 unloading facilities necessary, and all other items pertinent to their bid and performance of contract. If requested, the OWNER will enable bidder to visit the site he/she wishes to inspect prior to placing his/her bid.

Bidders shall contact: David M. Patton, PE, Senior Production Engineer
Erie County Water Authority
3030 Union Road
Buffalo, New York 14227
telephone 716-685-8229

5. DELIVERY AND UNLOADING:

The SUPPLIER shall by e-mail and telephone provide at least 24 hours of notification confirming a shipment to the Owner's treatment plants (locations as noted herein).

Sturgeon Point WTP: Todd Meyers, Senior Water Treatment Plant Operator
tmeyers@ecwa.org

Van de Water WTP Carl Stechenfinger, Senior Water Treatment Plant Operator
cstechenfinger@ecwa.org

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. Supplier shall deliver liquid chlorine with traceable, tamper-evident security seals. These seals shall be demonstrated intact to plant personnel prior to unloading product. Supply without adequate seals shall be rejected and any associated shipping and handling or removal costs shall become the responsibility of the SUPPLIER.

Deliveries are to be made in truckload quantities on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. on dates as scheduled by the OWNER. If requested, shipments must be received within seven (7) days after the SUPPLIER is notified that a shipment is required. The Water 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 OWNER also reserves the right to make reasonable changes in delivery schedules when necessary. It shall be the responsibility of the SUPPLIER and/or his shipping agent to prevent any contamination of the liquid chlorine during the loading, delivery and unloading of the tank truck.

The chlorine containers shall conform to applicable regulations of the Interstate Commerce Commission. The containers shall be maintained and loaded in strict accordance with the latest edition of "Container Procedure in Chlorine Packaging Plants" issued by the Chlorine Institute, Inc.

The SUPPLIER will be responsible for the safe transfer of the containers to the OWNER and conform to all requirements of Part 598.4 of the New York State DEC Bulk Storage Program

The liquid chlorine will be purchased by the ton (2,000 lbs.) based on the weights shown on the Supplier's scales. The Supplier's 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 OWNER. The OWNER reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing.

6. **SAFETY DATA SHEET:**

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

7. **PAYMENT:**

Payment will be based on the net weight of liquid chlorine received. The unit price shall be full and complete compensation for furnishing and delivering the liquid chlorine. Said unit price shall cover all costs of tools, labor, and materials as well as royalties for patented articles or processes used in the manufacture or production of the liquid chlorine.

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

It is the policy of the Authority to foster and encourage minority business enterprise participation in the construction contracts of the Authority. Through the setting of Minority Business Enterprise goals and careful monitoring of CONTRACTOR compliance, the Authority will ensure the fullest possible participation in construction activities by qualified minority and women-owned firms.

Some of the federal and state laws that provide the basis for Equal Employment Opportunity and Affirmative Action are:

1. Title VII, Civil Rights Act of 1964 (as amended by the Equal employment Opportunity Act of 1972): Prohibits employment discrimination because of race, color, sex, religion or national origin.
2. Executive Order 11246 (as amended by the Executive Order 11375): Requires Affirmative Action by all Federal CONTRACTORS and subcontractors and requires that all firms with Contracts over \$50,000.00 and 50 or more employees develop and implement written programs.
3. Equal Act of 1963: Requires employers to provide equal pay for men and women performing similar work.
4. New York State Human Rights Law: Prohibits discrimination based on race, color, sex, age, creed, disability, national origin and marital status in employment matters.
5. Flynn Act: Guarantees disabled citizens protection against discrimination in housing, employment, public accommodations, training programs and non-sectarian education due to mental, physical or medical disability.
6. Title VI, Civil Rights Act of 1964: Prohibits discrimination based on race, color or national origin in all programs which receive Federal aid.
7. Title IX, Education Amendments Act of 1972: Prohibits sex discrimination against students of any educational institution receiving Federal financial aid.

A. MINORITY BUSINESS UTILIZATION COMMITMENT

The Erie County Water Authority has established the following business utilization rules which requires all prime CONTRACTORS awarded construction contracts let by the Erie County Water Authority to exemplify Affirmative Action to sub-contract to minority business enterprise (MBE). For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Women, Blacks, Hispanics and Native Americans. MBE's must demonstrate current certification of a government agency.

The Authority has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization on each construction contract awarded.

Recipients of Authority construction Contracts must utilize minority-owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for Contracts, Subcontracts and third-tier Contracts to be performed. All prime CONTRACTORS awarded Authority Contracts estimated to exceed \$100,000.00 must take positive steps to "afford fair opportunities to MBE's". Positive steps shall include, but not be limited to, (a) utilizing a source list of bona fide minority business enterprises, (b) solicitations of bids from MBE's particularly of those located in Erie County, (c) giving minority firms sufficient time to submit proposals in response to solicitations and (d) maintaining records showing minority business enterprises and specific efforts to identify and award Contracts to these Companies.

Each CONTRACTOR bidding on an Erie County Water Authority contract is to contact MBE's and solicit bids for various aspects of each project. The CONTRACTOR is to supply the Authority with information regarding contracts for services and products with minority business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

The Successful Bidder shall submit to the Authority the Minority Business Enterprise Utilization Report - Part A within one week of the bid opening. Part A includes a list of MBE's from whom the CONTRACTOR has solicited bids, or with whom the CONTRACTOR has signed a binding contractual agreement. The Authority will not consider a CONTRACTOR's bid where the CONTRACTOR fails to submit this report or where an examination of the report evidences failure by the CONTRACTOR to comply with the affirmative action requirements of the Contract.

In the event of a joint venture participating in this MBE Program, the Joint Venture Disclosure Affidavit must be submitted with Part A by all parties involved. Only to the extent that a minority business enterprise contributes to and is paid for its participation in a joint venture will that dollar be credited towards the 10% goal of minority participation in the Erie Country Water Authority MBE Program.

MBE's must be approved by the Erie County Water Authority before their participation may be credited toward the 10% goal. Where the proposed MBE is not approved by the Authority, an Authority MBE/Disclosure Affidavit must be filed with the Contract Compliance office. Forms and lists of certified MBE's can be obtained by calling Lavonya Lester, Director of Equal Employment Opportunity (ECWA) at (716) 685-8223.

A Minority Business Enterprise Utilization Waiver Request may be completed and submitted with the Minority Business Enterprise Utilization Report - Part A to the Authority within one week of the bid opening. Waivers shall be granted only where the availability of MBE's in the market area of the project is less than the 10% goal.

Sufficient information must be provided on the Minority Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by advice of the Equal Opportunity Office.

A waiver approval limits the CONTRACTOR's obligation to solicit MBE's for this particular project. It does not relieve the CONTRACTOR of MBE utilization for any other Erie County Water Authority project on which he submits a bid.

Conditional approval of the waiver request makes it necessary for the CONTRACTOR to continue soliciting MBE's for contracting purposes, after he has been declared the low bidder.

A MBE Utilization Waiver Request will be rejected if the CONTRACTOR:

1. fails to provide information on the Minority Business Enterprise Utilization Report with his bid.
2. provides fraudulent information of the MBE reports.
3. fails to make an honest good faith effort to recruit and contract with MBE's or
4. takes any other action which is contrary to the spirit and intent of the law.

THE INFORMATION PROVIDED ON THE MBE WAIVER REQUEST AND THE MBE UTILIZATION REPORT WILL BE CONSIDERED CONCURRENTLY TO DETERMINE IF A WAIVER SHOULD BE APPROVED, CONDITIONALLY APPROVED OR REJECTED.

The low bidder shall submit to the Authority, within one week of the bid opening, a schedule for minority business enterprise participation, with whom the CONTRACTOR intends to subcontract, specifying the agreed price to be paid for such work, and identifying in detail the Contract item(s) or parts to be performed by each minority business enterprise. A letter of intent to enter into a Subcontract or purchase agreement, signed by the minority business, contingent upon the contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the CONTRACTOR and the minority business enterprise. The prime CONTRACTOR shall not substitute or delete the listed minority business enterprise without the written consent of the Erie County Water Authority.

In the event that the MBE goal for the contract is not met, the CONTRACTOR shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's in pursuit of the goal. Such documentation includes, but is not limited to, advertisement in minority-focused media, written contract with minority businesses indicating sufficient bidder's price along with evidence showing the work to be performed is the same, and not a reduced portion thereof.

The CONTRACTOR shall provide to the Erie County Water Authority copies of all subcontracts and/or purchase agreements with minority business enterprises within one week of the bid opening. A notice to proceed with construction shall not be issued until acceptable documentation is received.

When the project is thirty (30%) percent complete, the CONTRACTOR shall submit to the Authority the Minority Business Enterprise Utilization Report - Part B. Part B lists the MBE's on the project, the dollar amounts paid to that date and the estimated amount remaining to be spent.

The Minority Business Enterprise Utilization Report - Part C certifies the actual dollar amount expended to MBE's. Part C must be completed by the prime CONTRACTOR and submitted at the seventy-five (75%) percent payment level.

The Minority Business Enterprise Utilization Report - Part D certifies the total dollar amount expended to MBE's. Part D is to be submitted with the request for final payment.

In the event a CONTRACTOR fails to comply with these provisions the Authority may:

1. Summon the CONTRACTOR to a hearing
2. Withhold progress payments in part or in full
3. Cancel the contract.
4. Bar award of future Contracts until the CONTRACTOR can demonstrate that he will comply.

It is hereby the Erie County Water Authority's commitment to assure that on all contracts awarded, prime CONTRACTORS expend a fair share of the contract with bona fide minority businesses in accordance with the goals set forth by the Authority. Failure to comply with these provisions shall disqualify the bidder and shall constitute a breach of contract subject to all remedies available to the Authority.

The Prime CONTRACTOR and all minority Subcontractors are bound by all requirements as put forth in the Erie County Water Authority standard General Conditions and all modifications thereto contained in these Contract Specifications.

Listing of **AFFIRMATIVE ACTION FORMS ATTACHED:**

<u>NAME OF FORM</u>	<u>PAGE NUMBER(S)</u>
Minority Business Utilization Report- Part A	6 & 7
Waiver Request	8
Erie County Water Authority Minority Business Enterprise Joint Venture Disclosure Affidavit	9
Erie County Water Authority Minority Business Enterprise Utilization Report - Part B	10 & 11
Minority Business Enterprise Utilization Report - Part C	12
Minority Business Enterprise Utilization Report - Part D	13



March 6, 2019

Erie County Water
Attn: Lavonya Lester, EEO Intern
3030 Union Rd.
Buffalo, NY 14227

Dear Lavonya:

In accordance with the requirements of the Erie County bid for Chlorine, the purpose of this letter is to confirm that despite our best efforts, we have been unable to identify a minority/female based carrier to service our delivery requirements for this bid. The product being delivered is categorized by both the DOT and the EPA as a hazardous chemical and the Department of Transportation has very specific security requirements under 49 CFR 172.800 & 802 (HM 232). HM 232 Regulations, effective on March 25th, 2003, requires companies transporting hazardous materials in commerce to develop and implement plans to address security risks associated with making these deliveries. This is a program we have worked extremely hard on during the past sixteen years with a focus on providing for the safety and security of not only our employees but the residents of the communities we travel through while in the course of making our deliveries.

JCI Jones Chemicals Inc. has developed a relationship with M & T Brokerage in Pavilion, NY, and due to the risks associated with the transportation and distribution of this particular product; i.e., Chlorine, and the fact that we are unable to identify a minority/female based carrier, I can assure you that all steps possible and reasonable are being taken by both JCI Jones Chemicals Inc. and M & T that will reduce the potential for harm at any stage during the delivery process.

In summary, we are committed to providing Erie County with service that meets both your expectations as well as the requirements of both the DOT and the EPA. Again, we are unable to identify a minority/female based carrier and I trust that this along with the above is adequate explanation for our reasons for not using a minority/female based carrier for this delivery requirement. Should you have any questions regarding this, please feel free to contact me at 1-800-255-3789.

Sincerely,
JCI JONES CHEMICALS INC.

A handwritten signature in cursive script that reads 'Deborah Stella'.

Deborah Stella
Sales Coordinator

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
UTILIZATION REPORT - PART A**

This information must be submitted by the successful bidder within one week of bid opening.

COMPANY JCI JONES CHEMICALS, INC.
 AUTHORIZED REPRESENTATIVE DEBORAH STELLA
 ADDRESS 100 SUNNY SOL BLVD., CALEDONIA, NY 14423
 TELEPHONE NUMBER 585-538-2314
 PROJECT NAME LIQUID CHLORINE
 PROJECT NUMBER 201900007

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE) to bid on subcontracts on this project.

1. SEE THE ATTACHED LETTER
2. NYS M/WBE DIRECTORY NO HAZARDOUS CHEMICAL
3. TRANSPORTAION HAULERS.
4. _____
5. _____
6. _____

II. List all bona fide Minority Business Enterprise, subcontractors, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the Erie County Water Authority. (Attach additional sheets if necessary.)

MINORITY OWNED FIRM	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTI- FICATION	CONTRACT EXECUTED	REASON NOT AWARDED
NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____				YES _____ NO _____	
NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____				YES _____ NO _____	
NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____				YES _____ NO _____	
NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____				YES _____ NO _____	

PART A CONTINUED

III. Assistance offered by CONTRACTOR to MBE's as to bonding, union requirements, obtaining work capital etc...

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

IV. Total Dollar Amount to be subcontracted to Minority Business Enterprise(s): \$ _____

V. Total Amount of Bid: \$ 434,250.00

VI. MBE Percent (%) of project bid: 0%

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS INCLUDING RETURN RECEIPTS.

3/6/19
DATE

Deborah Stella
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Note: Within one week of the bid opening, this original form, together with a letter of intent to enter into a subcontract or purchase agreement, contingent upon the contract award, indicating the agreed upon price and scope of work, signed by both the CONTRACTOR and the Minority Business Enterprise, must be submitted to:

Lavonya Lester, Director of Equal Employment Opportunity (ECWA)
Erie County Water Authority
3030 Union Road
Buffalo, New York 14227

WAIVER

COMPANY JCI JONES CHEMICALS, INC.
ADDRESS 100 SUNNY SOL BLVD., CALEDONIA, NY 14423
TELEPHONE NUMBER 585 538-2314
(AREA CODE) (NUMBER)

- 1. CONTRACTOR has made a good faith effort to adopt subcontracting on this project to those trades, professions, supplies, etc. for which minority business enterprises bids could be solicited; and
2. The total percentage of the bids which could be Subcontracted in trades, professions, supplies, etc. for which minority business enterprises bids could be solicited is less than 10%.

A waiver, as provided for by the Erie County Water Authority is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority business enterprise in the market area of this project which do subcontracting in the following fields (list all trades, professions, supplies, etc. which could be subcontracted on this project):

- 1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

(use additional sheets if necessary)

If a partial waiver is granted the CONTRACTOR will make a good faith effort to meet the reduced goal.

3/16/19
DATE

Deborah Stella
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF COMPANY

Granted in whole Yes, Approved

Granted in part

Comments There are no current M/WBE'S to provide service.

Lanoy Lester Director of EEO
EQUAL OPPORTUNITY OFFICIAL TITLE DATE 3/7/19

LETTING DEPARTMENT REPRESENTATIVE TITLE DATE

Letter of Intent

To: _____

Date: _____

Project Name and Number _____

Bid Amount: _____ M/WBE Goal: _____

Prime Contractor _____ agrees to enter into a contractual agreement
with _____
M/WBE Subcontractor _____ who will provide the following goods/
services in connection with the above referenced contract.

for an estimated amount of \$ _____ totaling _____ % of the total contract value.

(M/WBE Subcontractor) _____ is currently certified with _____
and is able to function in the aforementioned capacity.

Prime Contractor

M/WBE Subcontractor

Intend to work on the above-named contract in accordance with Appendix A of the M/WBE Section of the Erie County Water Authority Contract, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (M/WBE Subcontractor)

Printed Signature

Printed Signature

Title

Date

Title

Date

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
JOINT VENTURE DISCLOSURE AFFIDAVIT**

To Be Submitted With Part A
Where Applicable

Joint Ventures: _____
Name: _____
Address: _____
Principal Office: _____
Office Phone: _____
Home Phone: _____

Percent of minority ownership in terms of profit and loss sharings:

Capital contributions by each joint venture and accounting therefore:

Equipment and supply contributions by each joint venturer and accounting therefore:

Any ownership options for ownership or loans between the joint venturers - identify terms thereof:

How and by whom the on-site work will be supervised and administered:

I, _____, as
representative of _____ Company,
do hereby swear or affirm that I am authorized to act on its behalf and that in this capacity and to
the best of my knowledge and belief, the information provided herewith relevant to the joint
venture of _____
is accurate, complete and current, and fairly represents the joint venture; further, that I have
personally reviewed the material and assured myself of its accuracy. It is recognized and
acknowledged that the statements herein are being given under oath and any material
misrepresentation will be grounds for terminating any contract which may be awarded in reliance
hereon.

SIGNATURE

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART B**

CONTRACTOR _____ CONTRACT NAME _____

- I. List all bona fide minority business enterprises, Subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority Business Utilization Goal set forth by the Erie County Water Authority. Include minority trucking firms that will be utilized and included and estimated dollar amount. This information must be submitted to the Erie County Water Authority when the project is 30% complete.

(USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	AMOUNT REMAINING
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				

*Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts:

- II. Total Dollar Amount to be Subcontracted to minority Business Enterprise(s):
\$ _____
- III. Total dollar amount expended to date: \$ _____
- IV. Total amount of bid: \$ _____
- V. MBE Percent (%) of project bid: \$ _____

I, _____ as an official representative of _____
_____, do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

PART B CONTINUED

(USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	AMOUNT REMAINING
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				
NAME: _____ ADDRESS: _____ _____ IRS #: _____				

**MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART C
CERTIFICATION OF EXPENDITURES TO MBE's**

(To be completed by the prime CONTRACTOR and
submitted at the 75% payment level)

CONTRACTOR _____

CONTRACT: _____

MBE	PART B CONTRACT AMOUNT OF ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING

* Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts.

I, _____
_____ as an official representative of _____,

do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART D

FINAL CERTIFICATION OF EXPENDITURES TO MBE's

(to be completed by the prime CONTRACTOR and submitted with the request for final payment)

CONTRACTOR: _____

CONTRACT: _____

MBE	TOTAL AMOUNT EXPENDED

TOTAL OF ALL MBE
SUB-CONTRACTS \$ _____

AMOUNT OF
CONTRACT _____

FINAL MBE
PERCENTAGE _____

I, _____, as an official
representative of _____,

do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

ACCOUNTABILITY

The CONTRACTOR shall be fully accountable for its performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before the Erie County Water Authority, any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.

APPENDIX B
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Beth Lubertozzi	
	PHONE (A/G, No, Ext): 630-694-5058	FAX (A/G, No): 630-285-3922
	E-MAIL ADDRESS: beth.Lubertozzi@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Company	38318
	INSURER B : Ironshore Specialty Insurance Co	25445
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED JCI Jones Chemicals, Inc., 1765 Ringling Boulevard Sarasota FL 34236	JCIJONE-06
---	------------

COVERAGES CERTIFICATE NUMBER: 1683234542 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.

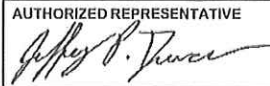
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	Y	003878400 <i>13866 25445 A XV</i>	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Coll <input checked="" type="checkbox"/> \$1,000 Comp	Y	Y	1000198791181 <i>13853 38318 A XV</i>	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	003878500 <i>13866 25445 A XV</i>	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
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/A	100000344700	11/15/2018	11/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Legal Liability			003878400 <i>13866 25445 A XV</i>	11/15/2018	11/15/2019	Aggregate Limit 2,000,000 Each Loss 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 No. 201900007 LIQUID CHLORINE.
Erie County Water Authority Is Additional Insured on a primary and non-contributory basis as required by written Contract of Agreement, with respect to work performed by the named insured. Waiver of Subrogation is included as required by written contract or agreement.

Project # 201900007

~~APPROVED MAR 1 1 2019~~
APPROVED MAR 1 1 2019

CERTIFICATE HOLDER CANCELLATION

Erie County Water Authority Attn: Anthony Alessi, Claims Rep/Risk Manager 295 Main St., Room 350 Buffalo NY 14203-2494	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 



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Additional Insured – Where Required Under Written Contract or Written Agreement Endorsement

Policy Number: 1000198791181
A.M.

Effective Date: 11/15/2018 at 12:01

Named Insured: JCI Jones Chemicals, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Motor Carrier Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include the following:

- f. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President and
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER: 1000198791181

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: JCI Jones Chemicals, Inc.

Endorsement Effective Date: 11/15/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



EPIC Coverage Map

INSURING AGREEMENTS

General Bodily Injury and Property Damage Liability (GL)	Defined Insuring Agreement - Coverage Part I; Coverage A
Hostile Fire and Building Equipment Liability	Defined Insuring Agreement - Coverage Part I; Coverage B
Products Pollution and Exposure Liability	Defined Insuring Agreement - Coverage Part I; Coverage C
Time-Element Pollution Bodily Injury and Property Damage Liability	Defined Insuring Agreement - Coverage Part I; Coverage D
Non-Owned Site Pollution Bodily Injury and Property Damage Liability	Defined Insuring Agreement - Coverage Part I; Coverage E
Pollution Liability During Transportation	Defined Insuring Agreement - Coverage Part I; Coverage F
Contractors Pollution Liability Coverage	Defined Insuring Agreement - Coverage Part I; Coverage G
Site Pollution Incident Legal Liability Coverage	Defined Insuring Agreement - Coverage Part III
Professional Liability Coverage (environmental consultants only)	Defined Insuring Agreement - Coverage Part IV
Emergency Response Expense (No Legal Liability Required)	Defined Insuring Agreement: Pollution Incident during Transportation, Contractors Pollution and Site Pollution Incident Legal Liability (no Legal Liability required)

POLICY FEATURES

Occurrence Coverage Trigger	Coverage Parts I & II
Claims Made Coverage Trigger	Coverage Parts III & IV
Pay on Behalf	Included
Right and Duty to Defend	Included
Defense Costs in addition to the Limit of Insurance	Yes except for Coverage Parts III & IV
Defense Costs Outside of the Deductible	Yes except for Coverage Parts III & IV
Audit Provision	None

POLICY ENHANCEMENTS

Broad Form Named Insured	Included in Section II - Who is an Insured
Blanket Additional Insured - including completed operations (when required by written contract)	Included in Section II - Who is an Insured
Blanket Additional Insured - Primary & Non-Contributory (when required by written contract)	Section IV - Conditions; Condition #17. Other Insurance - a. Primary Insurance
Additional Insureds: Lessors of Equipment & Premises (when required by written contract)	Included in Section II - Who is an Insured
Additional Insureds: Vendors (when required by written contract)	Included in Section II - Who is an Insured
Newly Acquired or Formed Organizations (except partnerships, JV's and LLC's) - 180 days	Included in Section II - Who is an Insured

Employees & Volunteers as Insureds	Included in Section II - Who is an Insured
Leased Workers as Employees and Insureds	Included in the Definition of Employee
Misdelivery of Liquid during Transportation	Included in Coverage F - Pollution Liability During Transportation
Blanket Non-Owned Disposal Sites Coverage	Coverage Part I - Coverage E
Host Liquor Liability	Exception to Liquor Liability Exclusion - Coverage Part I; Coverage A Exclusions
Incidental Medical Malpractice	Included in Section II - Who is an Insured
Non-owned Watercraft (Under 75 ft.)	No limitation on the length of non owned watercraft in the exception to Exclusion a. Aircraft, Auto or Watercraft
Contractual Liability in connection with work done near a Railroad	Definition of Insured Contract - no limitations regarding work near a railroad
Knowledge of Occurrence (Who is deemed to know of prior occurrences)	Knowledge is limited to Responsible Executive as defined in the policy (including the named insured, managers of insured sites, managers of environmental, health and safety and other authorized employees)
Notice of Occurrence	Section IV - Condition 8. Duties in the Event of Occurrence - Named insured must notify as soon as practicable
Blanket Waiver of Subrogation (when required by written contract)	Section IV - Condition 22. Transfer of Rights of Recovery Against Others To Us
Unintentional Errors & Omissions	Section IV - Condition 19. Representations - No policy restrictions as respects failure to disclose
Coverage Territory - General Liability	US, Puerto Rico, Canada and the Gulf of Mexico Worldwide Coverage for Products (including Products Pollution). Suit can be brought anywhere.
Coverage Territory - Pollution	Worldwide Coverage for Transportation, Contractors Pollution and Non-owned sites. Insured sites are per the address of the site
Gulf of Mexico Extension	Included in the Definition of Coverage Territory
Fellow Employee Exclusion	The exception to Who is an Insured for BI to a Co-Employee found in the ISO GL Coverage form does not exist in the EPIC Coverage Form
Lead	No Exclusion as respects Products Pollution and Contractors Pollution
Silica	No Silica Exclusion
Professional Liability Exclusion	No Exclusion in Coverage Part I
New York - Third Party Action Exclusion	No Third Party Action Over Exclusion
Per Location and Per Project Aggregate	Section III - Limits of Insurance and Deductible
Bodily Injury to include mental anguish, shock or emotional distress	Included in the Definition of Bodily Injury
Natural Resource Damage	Included in the Definition of Property Damage
Restoration Costs	Included in the Definition of Clean-Up Costs
Mold Matter	Included in the Definition of Pollutants
90 Days Notice of Cancellation (10 days for non-payment of premium) or Non-Renewal	Section IV - Conditions: Condition 3. Cancellation; Condition 24. When We Do Not Renew

When considering a long-term insurance partner for your business,
please call 1-877-IRON411, visit www.ironshore.com or email: info@ironshore.com



About Ironshore

Ironshore provides broker-sourced specialty property and casualty insurance coverages for varying risks on a global basis through its multiple international platforms. The Ironshore group of companies is rated A (Excellent) by A.M. Best with a Financial Size Category of Class XIV. Ironshore's Pembroke Syndicate 4000 operates within Lloyd's where the market rating is A (Excellent) by A.M. Best and A+ (Strong) from both Standard & Poor's and Fitch. For more information, please visit www.ironshore.com

The information contained herein is for general informational purposes only and does not constitute an offer to sell or a solicitation of an offer to buy any product or service. Any description set forth herein does not include all policy terms, conditions and exclusions. Bound insurance policies, rather than summaries thereof, govern. Not all insurance coverages or products are available in all states or regions and policy terms may vary based on individual state or region requirements. Some policies may be placed with a surplus lines insurer. Surplus lines insurers generally do not participate in state guaranty funds and coverage may only be obtained through duly licensed surplus lines brokers.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Early Notice of Cancellation Provided By Us Amendatory Endorsement

Policy Number: 1000198791181

Effective Date: 11/15/2018 at 12:01 A.M.

Named Insured: JCI Jones Chemicals, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

MOTOR CARRIER COVERAGE FORM BUSINESS AUTO COVERAGE FORM

It is hereby agreed that **COMMON POLICY CONDITIONS, A. Cancellation, paragraph 2.** is deleted in its entirety and replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. (30)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law.

All other terms and conditions of this Policy remain unchanged.

Steve Blakey, President and
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel

Dallas, TX 1-866-519-2522

Policy Number: 100 0003447
The Insured: JCI JONES CHEMICALS, INC.

Effective Date: 11/15/2018

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL
EXTENDED BY US**

This endorsement modifies insurance provided under the following:

Workers Compensation and Employers Liability Policy

PART SIX • CONDITIONS, D. – Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 30 Days

Non-Renewal: 30 Days

All other terms and conditions of this policy remain the same.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

Policy Number: 1000198791181 **Effective Date:** 11/15/2018 at 12:01 AM
Named Insured: JCI Jones Chemicals, Inc.

This policy is amended as follows:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President and
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/15/2018
Insured: JCI Jones Chemicals, Inc.

Policy No.: 100003447 Endorsement No.1:
Premium:

Insurance Company: Starr Indemnity & Liability Company

Countersigned by: _____

Rating Services

Starr Indemnity & Liability Company

A.M. Best #: 013853 NAIC #: 38318 FEIN #: 751670124

Administrative Office
 399 Park Avenue
 New York, NY 10022
 United States

[View Additional Address Information](#)

Web: www.starrcompanies.com
Phone: 646-227-6300
Fax: 646-227-6620

Assigned to insurance companies



that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 055404 - Starr International Company, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A (Excellent)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: March 15, 2018
Initial Rating Date: May 29, 2008

[Long-Term Issuer Credit Rating View Definition](#)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gregory Dickerson
Director: Jennifer Marshall, CPCU, ARM
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form
[View A.M. Best's Rating Disclosure Form.](#)

Rating Services

Ironshore Specialty Insurance Company

A.M. Best #: 013866 NAIC #: 25445 FEIN #: 941264187

Mailing Address

P.O. Box 3407
New York, NY 10008
United States

[View Additional Address Information](#)

Web: www.ironshore.com

Phone: 646-826-6600

Fax: 646-826-6601

Assigned to insurance companies



that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 051114 - Liberty Mutual Holding Company Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A (Excellent)
Affiliation Code: r (Reinsured)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: May 16, 2018
Initial Rating Date: April 17, 2008

Long-Term Issuer Credit Rating View Definition

Long-Term: a
Outlook: Stable
Action: Affirmed
Effective Date: May 16, 2018

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gregory Dickerson
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
 May 16, 2018



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>JCI Jones Chemicals 1765 Ringling Boulevard Sarasota FL 34236</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 685-538-2314</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 28-401064</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-0809645</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority 350 Ellicott Square Building 295 Main St. Buffalo, NY 14203</p>	<p>3a. Name of Insurance Carrier Starr Indemnity & Liability Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" 100000344700</p> <p>3c. Policy effective period 11/15/2018 to 11/15/2019</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> <p style="color: red; font-size: 2em; text-align: right;">13853 38318 A X V</p>

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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

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

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

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

Approved by: Paul B. Dole
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 11/28/18
(Signature) (Date)

Title: For Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

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

~~APPROVED MAR 13 2019~~
APPROVED MAR 11 2019 A



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) JCI Jones Chemicals, Inc. 1765 Ringling Blvd. Sarasota, FL 34236</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (941) 330-1537</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-0809645</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority Attn: Anthony Alessi 295 Main St., Room 350 Buffalo, NY 14203-2494</p>	<p>3a. Name of Insurance Carrier Mutual of Omaha</p> <p>3b. Policy Number of Entity Listed in Box "1a" GMNY6X007R81-0001</p> <p>3c. Policy effective period 10/01/2018 to 09/30/2019</p> <p style="text-align: right; color: red; font-size: 1.2em;">07369 71412 A+XV</p>

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 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 10/5/2018 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 826-2966 Name and Title Hana Rubln, Disability Administrator

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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.



~~APPROVED MAR 13 2019~~
APPROVED MAR 11 2019

Rating Services

Mutual of Omaha Insurance Company

A.M. Best #: 007369 NAIC #: 71412 FEIN #: 470246511

Domiciliary Address

3300 Mutual of Omaha Plaza
Omaha, NE 68175
United States

Web: www.mutualofomaha.com

Phone: 402-342-7600

Fax: 402-351-3595

Assigned to
insurance
companies



that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 007369 - Mutual of Omaha Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A+ (Superior)
Financial Size: XV (\$2 Billion or greater)
Category: Stable
Outlook: Stable
Action: Affirmed
Effective Date: January 25, 2019
Initial Rating Date: June 30, 1976

Long-Term Issuer Credit Rating View Definition

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Jeffrey Lane
Director: Joseph R. Zazzera
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View A.M. Best's Rating Disclosure Form

Guarantor(s) - also see the Rating Disclosure Form for the following companies, as they guarantee rated debt issues for this company.

007164 - United of Omaha Life Insurance Company

Press Release

AM Best Affirms Credit Ratings of Mutual of Omaha Insurance Company and Its

Erie County Water Authority Insurance Requirements for Vendors

Project No.: 201900007

Description: Furnish and Deliver Liquid Chlorine in One Ton Containers to ECWA From 05/01/2019 to 04/30/2021 – For Use In The Treatment of Water.

The following minimum insurance requirements shall apply to vendors supplying products or goods to the Erie County Water Authority (ECWA). If a product or good, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that product or service. All insurance required herein shall be obtained at the sole cost and expense of the vendor, including deductibles and self-insured retentions. These requirements include but are not limited to the minimum insurance requirements.

An X indicates insurance coverage is required.

X **Commercial General Liability Insurance** (including, but not limited to, Bodily (Personal) Injury, Premises Operations, Property Damage Liability (broad form), Contractual Liability, Advertising Injury, Independent Contractors, Product Liability, Completed Operations Liability and Explosion, Collapse and Underground Coverage in an amount not less than \$1,000,000 combined single limit and \$2,000,000 in the aggregate:

___ Per Policy

X Per Project or Job

___ Per Location

There should be no exclusions for any claims filed, actual or alleged, for violation of any applicable statute including, but not limited to, the New York State or federal labor laws, ordinances, administrative orders, executive orders, rules, regulations, or decrees of any court of competent jurisdiction.

X **Comprehensive Business Automobile Insurance** in an amount of not less than \$1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles. Additionally, if vehicles are used for transporting hazardous materials, the contractor shall obtain and maintain the "broadened" coverage (endorsement CA 99 48), as well as proof of MCS 90 04 00.

X **Excess Umbrella Liability Insurance** in an amount of not less than:

- \$1,000,000 in the aggregate
- \$2,000,000 in the aggregate
- \$3,000,000 in the aggregate
- \$4,000,000 in the aggregate
- \$5,000,000 in the aggregate
- Per Policy
- Per Project or Job
- Per Location

Pollution Legal Liability Insurance in an amount of not less than:

- \$1,000,000 in the aggregate
- \$2,000,000 in the aggregate
- \$3,000,000 in the aggregate
- \$4,000,000 in the aggregate
- \$5,000,000 in the aggregate
- Per Policy
- Per Project or Job
- Per Location

And, if disposal of materials is involved, the disposal site operator must carry Pollution Legal Liability Insurance in an amount of not less than

- \$1,000,000 in the aggregate
- \$2,000,000 in the aggregate
- \$3,000,000 in the aggregate
- \$4,000,000 in the aggregate
- \$5,000,000 in the aggregate

Per Policy

Per Project or Job

Per Location

Workers' Compensation and Employers' Liability and New York State Disability Benefits Insurances, as required by New York State statute.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract or purchase. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement CG 20 26 or equivalent, on its liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance.

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.

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

Certificates of Insurance should be e-mailed to AALESSI@ECWA.ORG, or mailed to Mr. Anthony Alessi, ECWA Claims 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 Mr. Alessi by e-mail or phone (716) 849-8477.

Please refer to the bid and the contract document(s) for additional information regarding insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	Per Specific Agreement			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SUBMIT proof of Workers Compensation and disability as per examples attached			WC STATI-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured on a Primary and non-contributory basis: Erie County Water Authority Additional Insured endorsement CG2026 or equivalent

CERTIFICATE HOLDER Erie County Water Authority 295 Main St, Suite 350 Buffalo, NY 14203 Attn: Anthony Alessi	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Understanding New York Workers Compensation Board Workers Compensation and N.Y.S Disability Benefits Liability

This is a brief description for governmental organizations to validate vendor workers compensation and NYS Disability Benefits coverage. These requirements should be used when applying for permits, licenses or secure contracts. Copies should be obtained not only at the initial issuance but at renewal as well. A full instruction manual can be obtained from the Workers Comp Board.

The forms discussed are:

- 1) Form CE-200- Affidavit of Exemption (obtain at: www.web.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
 - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.

2) Workers Compensation

- Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
 - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.
- Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
 - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at **518-402-0247**. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**
- Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
 - The self-insurance administrator of the group completes the form.
- Form U-26.3: Certificate of WC
 - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).

3) New York State Disability Benefits Law (DBL)

- Form DB-120.1: Certificate of DBL Insurance (obtain from workers compensation board)
 - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the Bureau of Compliance. (certificates@web.state.ny.us)
- Form DB-155: Certificate of DBL Self-Insurance
 - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at **518-402-0247**.

- 4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (<http://www.web.state.ny.us/content/main/forms/bp-1.pdf>)

NOTE: ACORD Certificates of Insurance are not acceptable proof. Must use one of the forms noted above:



<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Insured Name</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Holder Name</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>3c. Policy effective period _____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

SAMPLE

Will the carrier notify the certificate holder within 30 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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

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

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

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

Approved by: William Lawley Jr. (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 849-8618

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter. 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 compensation to any such employee if so employed.
2. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter.

SAMPLE

Form CE-200



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>JOHN SMITH 123 MAIN STREET ALBANY, NY 12207 III-111-1111 Federal ID Number: XXXXX6789</p>	<p align="center">Business Applying For: BUILDING PERMIT</p> <p>From: CITY OF ALBANY, DEPT OF BUILDING AND CODES</p> <p>The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203.</p> <p>Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.</p> <p>The estimated dollar amount of project is \$25,001 - \$50,000</p>
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Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: _____	Date: _____
<p>Exemption Certificate Number 2008-00197</p>		<p>Received October 2, 2008 NYS Workers' Compensation Board</p>

CE-200 (Draft 06-02-08)



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 206
ALBANY, NY 12207



(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BE COVERED OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: _____
Gina Wagoner
WC Examiner

DB-135 (1/04)

THIS AGENCY EMPLOYEES & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICYHOLDER		CERTIFICATE HOLDER	
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE 01/01/2009 TO 05/01/2010	DATE 1/8/2009

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 107031806

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a"
	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group	
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: _____
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____
(Signature) (Date)

Title: _____

Telephone Number: _____



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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p>
---	--

<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>3c. Policy effective period _____ to _____</p>
---	---

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 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 _____ By _____
(Signature of insurance carrier's authorized representative or licensed insurance agent of that insurance carrier)

Telephone Number _____ Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

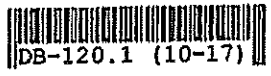
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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.



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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

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.

FORM DB-155



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 206
ALBANY, NY 12207



(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BE REPORTED ON OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: _____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

Under penalty of perjury, I certify that I am the owner of the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- I am performing all the work for which the building permit was issued.
- I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.
- I have a homeowners insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- ◆ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a CE-200 exemption form; OR
- ◆ have the general contractor, performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

(Signature of Homeowner)

(Date Signed)

(Homeowner's Name Printed)

Home Telephone Number _____

Property Address that requires the building permit:

<p><i>Sworn to before me this _____ day of _____, _____.</i></p> <p>_____ <i>(County Clerk or Notary Public)</i></p>
--

Once notarized, this BP-1 form serves as an exemption for both workers' compensation and disability benefits insurance coverage.

LAWS OF NEW YORK, 1998
CHAPTER 439

The general municipal law is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

Implementing Section 125 of the General Municipal Law

1. General Contractors -- Business Owners and Certain Homeowners

For businesses and certain homeowners listed as the general contractors on building permits, proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is **ONE** of the following forms that indicate that they are:

- ◆ insured (C-105.2 or U-26.3),
- ◆ self-insured (SI-12), or
- ◆ are exempt (CE-200),

under the mandatory coverage provisions of the WCL. Any residence that is not a **1, 2, 3 or 4 Family, Owner-occupied Residence** is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

2. Owner-occupied Residences

For homeowners of a **1, 2, 3 or 4 Family, Owner-occupied Residence**, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file form BP-1.

- ◆ Form BP-1 shall be filed if the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is listed as the general contractor on the building permit, and the homeowner:
 - ◇ is performing all the work for which the building permit was issued him/herself,
 - ◇ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
 - ◇ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- ◆ If the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is hiring or paying individuals a total of **40 hours or MORE** in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" form, BP-1(11/04), but shall either:
 - ◇ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (the C-105.2 or U-26.3 form), OR
 - ◇ have the general contractor, (performing the work on the 1, 2, 3 or 4 family, **owner-occupied residence** (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
 ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA
NOTICE OF COMPLIANCE
WORKERS' COMPENSATION LAW

AVISO DE CUMPLIMIENTO
LEY DE COMPENSACION OBRERA

TO EMPLOYEES

A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

1. By posting this notice and information concerning your rights as an injured worker, your compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employers insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out or you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

1. Su patrono esta cumpliendo la Ley de Compensacion Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del termino de 30 dias de haber sufrido su lesion su reclamacion podria ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento medico necesario relacionado con su lesion y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesion o enfermedad relacionada con el trabajo usted puede escoger cualquier medico, podiatra, quiropractico o psicologo (si es referido por un medico autorizado) que esta autorizado y acepte pacientes de la Junta de Compensacion Obrera. Sin embargo, si su patrono esta autorizado a participar en una organizacion certificada de proveedores preferidos (PPO), usted debera obtener tratamiento inicial para cualquier lesion o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley estan obligados a proporcionar a sus empleados notificacion escrita explicando sus derechos y obligaciones bajo el programa que este acogido.
5. Usted debera recibir de su Medico que radique copias de los informes medicos de su caso en la Junta de Compensacion Obrera y en la compania de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensacion si su lesion relacionada con el trabajo le impide trabajar por mas de siete dias, le obliga a trabajar a sueldo mas bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitacion si necesita ayuda para regresar al trabajo.
7. No pague a ningun proveedor medico directamente por tratamiento de su lesion o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor debera esperar hasta que la junta decida el caso, antes de iniciar gestion de cobro alguna contra usted. Si usted no tramita su caso o la Junta con el trabajo, usted podria ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted asi lo desea. Si es representado no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios seran determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamacion o necesita ayuda para llenarlo o tiene dudas sobre cualquier situacion relacionada con una lesion o enfermedad comuniquese con la oficina mas cercana de la Junta.

WORKERS' COMPENSATION BOARD OFFICES

- Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
- Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
- Binghamton, 113901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604
- Buffalo, 14202 - Staller Tower, 107 Delaware Ave. - (866) 211-0645
- Hempstead, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
- Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
- New York, 10027 - 215 W. 1125th St., Manhattan - (800)-877-1373
- Peekskill, 10566 - 41 North Division St. (866) 746-0552
- Queens, 11432 - 168-46 91st Ave., Jamaica (800) 877-1373
- Rochester, 14614 - 130 Main Street West - (866) 211-0644
- Syracuse, 13203 - 935 James St. - (866) 802-3730

DOWNSTATE MAIL ADDRESS

Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to:
 PO Box 5205 Binghamton, NY 13902-5205


 ARY S. WEISS CHAIR/PRESIDENT ZACH

Workers' Compensation benefits, when due, will be paid by

(Los beneficios de Compensacion Obrera, cuando debidos, seran pagados por):

Name of employer (Nombre del patrono)

SAMPLE

Effective From _____ To _____
 (En vigor Desde) (Hasta Cancellation)
 Policy No. _____
 (Poliza No)

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS

C-105(4-09)
 S.I.F. U-30e
 "U30SIF/SN"

PRESCRIBED BY CHAIR
 WORKERS' COMPENSATION BOARD
 STATE OF NEW YORK

www.wcb.state.ny.us

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACIÓN OBRERA

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

AVISO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR INCAPACIDAD
A LOS EMPLEADOS

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits You must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
-if, when your disability begins you are employed or are unemployed for four weeks or less, use WHITE claim form (Form DB-450), which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
-If, when your disability begins, you have been unemployed more than four weeks, use the GREEN claim form (Form DB-300), which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau Albany, New York 12241.
IMPORTANT Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir, beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe Presentar una forma de reclamación, dentro de 30 días a Partir de la Primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación BLANCA (form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíala a su patrón o a la compañía de seguros nombrada abajo.
-Si, cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación VERDE (form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.
IMPORTANTE Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier medico, quiropráctico, dentista, enfermera-partera, podiatra o psicologo que usted elija. Pero, con excepción a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si usted sufre de enfermedad o lesionado durante el tiempo que está recibiendo beneficios del Seguro de Desempleo, presente una reclamación para beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
Si usted está desempleado por más de siete días, su patrón está obligado a enviarle la declaración de Derechos de Beneficios por incapacidad (Form DB-271).
7. Otras informaciones relativas a Beneficios por incapacidad pueden obtenerse escribiendo o llamando a la oficina mas cercana de la Junta de Compensación Obrera.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 -100 Broadway-Menands - (518) 474-6681
 Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (716) 721-8333
 Buffalo, 14203 - State Office Bldg -125 Main St - (716) 847-3177
 Hempstead, 11550 -175 Fulton Avenue - (516) 550-7115
 Rochester, 14614 - 130 Main Street West - (716) 243-8111
 Syracuse, 13202 - State Office Bldg -333 E. Washington St. - (315) 428-4465

Robert R. Snashall
Robert R. Snashall
 Chairman (Presidente)

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patrón abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).
 Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, serán pagados por):

The benefits provided are (Los beneficios provistos son)

<input type="checkbox"/>	Statutory (Estatutarios)	<input type="checkbox"/>	Under a Plan or Agreement (Bajo un Plan o Convenio)
Class(es) of employees covered (Clasé(s) de empleados amparados)			

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

SAMPLE

Effective: From (_____) To UNTIL CANCELLED
 (En Vigor Desde) (HASTA)

Policy No _____
 (Poliza No.)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
 PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACIÓN OBRERA EMPLEA Y SIRVE
 A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

By *W. J. ...*

**Erie County Water Authority
ACORD Endorsement Samples**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE ISO FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to

of

Dated at

This _____ day of _____

Amending Policy No. _____ Effective Date _____

Telephone Number _____ Countersigned by _____
Authorized Company Representative

Name of Insurance Company _____

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by

"X", for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

**SCHEDULE OF LIMITS
Public Liability**

	Type of Carriage	Commodity Transported	Minimum Insurance
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3)	For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4)	For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

APPENDIX C

BID BOND

PERFORMANCE BOND (NOT REQUIRED)

PAYMENT BOND (NOT REQUIRED)

ERIE COUNTY WATER AUTHORITY

BID SECURITY FORM

BIDDER (Name and Address):

JCI Jones Chemicals, Inc.
100 Sunny Sol Blvd.
Caledonia, NY 14423

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

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19105

OWNER:

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

BID

BID DUE DATE: March 5, 2019

PROJECT:

Furnishing and Delivering of Liquid Chlorine in One Ton Containers
To the Erie County Water Authority for the Treatment of Water
For Two Years from May 1, 2019 through April 30, 2021.
Project No: 201900007

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid due date): March 5, 2019

PENAL SUM: Five Percent of Amount Bid 5%
(Words) (Figures)

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

BIDDER

SURETY

JCI Jones Chemicals, Inc. (Seal)
Bidder's Name and Corporate Seal

Westchester Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Deborah Stella
Signature and Title
DEBORAH STELLA, SALES COORDINATOR

By: Sharon A. Foulk
Signature and Title Sharon A. Foulk, Attorney-in-Fact
(Attach Power of Attorney)

Attest: Elizabeth M. Appert, CSR
Signature and Title

Attest: Kathleen Weaver
Kathleen Weaver

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of 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 ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF LIVINGSTON

On this 25th day of Feb 2019, before me personally came

Deborah Stella to me known, who being duly sworn, did depose and say (s)he resides in LeRoy, NY that (s)he is the Sales Coordinator of the JCI Jones Chemicals the corporation described in and which executed the foregoing instrument; that (s)he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by the order of the Board of Directors of the said corporation, and that (s)he signed his/her name thereto by like order.

ELIZABETH MLYNESS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LY6343666
Qualified in Livingston County
My Commission Expires 06-13-2020

Elizabeth M Lyness
NOTARY PUBLIC

SURETY ACKNOWLEDGMENT

STATE OF ILLINOIS

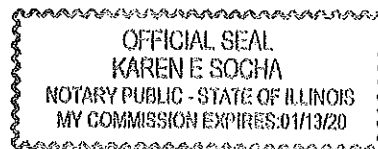
COUNTY OF COOK

On this 5th day of March, 2019, before me personally came

Sharon A. Foulk to me known, who being duly sworn, did depose and say (s)he resides in Island Lake, IL that (s)he is an Attorney-in-Fact of the Westchester Fire Insurance Company corporation described in and which executed the foregoing instrument; that (s)he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by the order of the Board of Directors of the said corporation, and that (s)he signed his/her name thereto by like order.

Karen E. Socha
Karen E. Socha

NOTARY PUBLIC



CHUBB®

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Sharon A. Foulk, Patrick Gallagher, William T. Krumm, Harold G. Miller Jr., Jon A. Schroeder, Jodie Sellers, Karen E. Socha and Kathleen Weaver of Rolling Meadows, Illinois---

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

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2319886
Commission Expires July 18, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

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

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

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 5, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2017

ADMITTED ASSETS

BONDS	\$1,414,055,830
SHORT - TERM INVESTMENTS	-
STOCKS	43,460
REAL ESTATE	0
CASH ON HAND AND IN BANK	(10,076,502)
PREMIUM IN COURSE OF COLLECTION*	61,431,233
INTEREST ACCRUED	14,694,454
OTHER ASSETS	175,574,508
TOTAL ASSETS	<u>\$1,655,722,983</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$192,425,216
RESERVE FOR LOSSES	770,552,343
RESERVE FOR TAXES	13,754,897
FUNDS HELD UNDER REINSURANCE TREATIES	5,767,334
OTHER LIABILITIES	(8,973,613)
TOTAL LIABILITIES	<u>973,516,177</u>
CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	187,192,131
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	117,350,928
SURPLUS (UNASSIGNED)	372,663,647
SURPLUS TO POLICYHOLDERS	<u>682,206,806</u>
TOTAL	<u>\$1,655,722,983</u>

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2017.

Sworn before me this 14th March 2018



Senior Vice President



Notary Public

August 8, 2019
My commission expires
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES