

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Commercial Chemical Products, Inc. dba Poolsure

ADDRESS: 1707 Townhurst Dr.

CITY, STATE: Houston, TX

ZIP: 77043

TELEPHONE: (800) 858-7665

FAX: (713) 683-6490

EMAIL ADDRESS: kscott@poolsure.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: _____

NUMBER: _____

NUMBER: _____

REJECTED
ALL BID REQUIREMENTS NOT MET

TOTAL PRICE OF ALL BID ITEMS: \$ 68,5000.00

AUTHORIZED

SIGNATURE: [Signature]

Alan Falik

Printed Name

TITLE: President

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00121686

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	50,000.00	GL	TWO (2) YEAR CONTRACT FOR A SUPPLY OF SODIUM HYPOCHLORITE SOLUTION FOR JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS- SEWERAGE. 0001 Sodium Hypochlorite Solution (NaOCl) in small bulk quantities.	\$1.37	\$68,5000.00

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

Non-Public Works Bid

AFFIDAVIT

STATE OF Texas

PARISH/COUNTY OF Harris

BEFORE ME, the undersigned authority, personally came and appeared: _____
Alan Falik, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized President of Commercial Chemical Products, Inc.
dba Poolsure (Entity),
the party who submitted a bid in response to Bid Number 50-00121686, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.



Signature of Affiant

Alan Falik

Printed Name of Affiant



SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 28 DAY OF December, 2017.



Notary Public

Kerry Crean Scott

Printed Name of Notary

12979473-9

Notary/Bar Roll Number

My commission expires 04/23/2018.



Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Identification

Product name : Sodium Hypochlorite Solution

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Industrial and Commercial Uses

1.3. Details of the supplier of the safety data sheet

Poolsure
1707 Townhurst
Houston, TX 77043
T 800-858-7665

1.4. Emergency telephone number

No additional information available

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Corr. 1A H314

Eye Dam. 1 H318

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US)



GHS05

Signal word (GHS-US)

: Danger

Hazard statements (GHS-US)

: H314 - Causes severe skin burns and eye damage

Precautionary statements (GHS-US)

: P260 - Do not breathe dust/fume/gas/mist/vapors/spray
P264 - Wash thoroughly after handling
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting
P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call a poison center/doctor
P363 - Wash contaminated clothing before reuse
P405 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Sodium hypochlorite	(CAS No) 7681-52-9	9 - 13	Not classified
Sodium hydroxide	(CAS No) 1310-73-2	<= 1.5	Met. Corr. 1, H290 Skin Corr. 1A, H314 Eye Dam. 1, H318

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures after inhalation : Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
- First-aid measures after skin contact : Take off contaminated clothing. Rise skin immediately with plenty of water for 15 – 20 minutes. Call a poison control center or doctor for treatment advice.
- First-aid measures after eye contact : Hold eye open and rinse slowly and gently with water for 15 – 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. Remove contact lenses. See a doctor immediately.
- First-aid measures after ingestion : Have person sip a glass of water if able to swallow. Call a poison control center or doctor for treatment advice. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : Inhalation of vapors will irritate breathing passages and may cause breathing difficulty.
- Symptoms/injuries after skin contact : Causes severe burns. May cause permanent damage if not treated properly.
- Symptoms/injuries after eye contact : Causes eye damage. May cause permanent damage if not treated properly.
- Symptoms/injuries after ingestion : Ingestion will cause burning sensation in mouth, throat and stomach. Will cause membrane irritation and pain and inflammation to digestive tract, Could cause vomiting and shock

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Water, Carbon Dioxide, Dry Chemical or Foam.
- Unsuitable extinguishing media : None.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : None known.
- Explosion hazard : None known.

5.3. Advice for firefighters

- Protection during firefighting : Firefighters should wear full protective gear.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Stop the flow of material, if this is without risk.
- Methods for cleaning up : Leaking product may be transferred to clean plastic containers. Dilute small spills with water and add sodium sulfite or sodium metabisulfite and flush to sewer. Avoid runoff to ground water, surface water and sanitary sewers For major spills contain the spill and call supplier Place in an approved container and dispose in accordance with local, state and federal regulations.

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid contact with eyes, skin and clothing.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Use polyethylene, polypropylene, FRP or PVC containers. Store product at- 10C to 30C and away from sunlight or heat. Keep containers closed when not in use and keep out of reach of children.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Sodium hydroxide (1310-73-2)		
ACGIH	ACGIH Ceiling (mg/m ³)	2 mg/m ³
OSHA	OSHA PEL (TWA) (mg/m ³)	2 mg/m ³

8.2. Exposure controls

Hand protection : Use acid resistant gloves.
Eye protection : Chemical goggles or safety glasses.
Skin and body protection : Wear suitable working clothes.
Respiratory protection : None required under normal product use conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Liquid
Color : Colorless
Odor : Chlorine
Odor threshold : No data available
pH : 12.3 - 12.9
Melting point : No data available
Freezing point : No data available
Boiling point : 105 °C
Flash point : No data available
Relative evaporation rate (butyl acetate=1) : No data available
Flammability (solid, gas) : No data available
Explosion limits : No data available
Explosive properties : No data available
Oxidizing properties : No data available
Vapor pressure : 22 mm Hg @ 20°C
Specific gravity : 1.15
Relative vapor density at 20 °C : No data available
Solubility : Miscible with water.
Log Pow : No data available
Auto-ignition temperature : No data available
Decomposition temperature : No data available
Viscosity : No data available
Viscosity, kinematic : No data available
Viscosity, dynamic : No data available

9.2. Other information

No additional information available

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Temperature above 40°C, sunlight and metals

10.5. Incompatible materials

Acids, ammonia, urea, metals & oxidizers

10.6. Hazardous decomposition products

Chlorine gas released by contact with acids. Contact with ammonia or urea produces nitrogen gas and chloramines. Oxygen is released on contact with metals.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Sodium hypochlorite (7681-52-9)	
LD50 oral rat	8200 mg/kg
LD50 dermal rabbit	> 10000 mg/kg
ATE US (oral)	8200.000 mg/kg

Sodium hydroxide (1310-73-2)	
LD50 dermal rabbit	1350 mg/kg
ATE US (dermal)	1350.000 mg/kg

Skin corrosion/irritation : Causes severe skin burns and eye damage.
pH: 12.3 - 12.9

Serious eye damage/irritation : Causes serious eye damage.
pH: 12.3 - 12.9

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Sodium hypochlorite (7681-52-9)	
IARC group	3 - Not classifiable

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Sodium hypochlorite (7681-52-9)	
LC50 fish 1	0.06 - 0.11 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	0.033 - 0.044 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 fish 2	4.5 - 7.6 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

Sodium hydroxide (1310-73-2)	
LC50 fish 1	45.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : RQ, UN1791, Hypochlorite solutions (Sodium Hypochlorite), 8, PGIII, Marine Pollutant

UN-No.(DOT) : UN1791

Proper Shipping Name (DOT) : Hypochlorite solutions

Transport hazard class(es) (DOT) : 8 - Class 8 - Corrosive material 49 CFR 173.136

Hazard labels (DOT) : 8 - Corrosive



Packing group (DOT) : III - Minor Danger

DOT Packaging Non Bulk (49 CFR 173.xxx) : 203

DOT Packaging Bulk (49 CFR 173.xxx) : 241

DOT Special Provisions (49 CFR 172.102) : IB3 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1 and 31HA2, 31HB2, 31HN2, 31HD2 and 31HH2). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized, except for UN2672 (also see Special Provision IP8 in Table 2 for UN2672).

N34 - Aluminum construction materials are not authorized for any part of a packaging which is normally in contact with the hazardous material.

T4 - 2.65 178.274(d)(2) Normal..... 178.275(d)(3)

TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: tr is the maximum mean bulk temperature during transport, tf is the temperature in degrees celsius of the liquid during filling, and a is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (tf) and the maximum mean bulk temperature during transportation (tr) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: d15 and d50 are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively.

TP24 - The portable tank may be fitted with a device to prevent the build up of excess pressure due to the slow decomposition of the hazardous material being transported. The device must be in the vapor space when the tank is filled under maximum filling conditions. This device must also prevent an unacceptable amount of leakage of liquid in the case of overturning.

DOT Packaging Exceptions (49 CFR 173.xxx) : 154

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

DOT Quantity Limitations Passenger aircraft/rail : 5 L
(49 CFR 173.27)

DOT Quantity Limitations Cargo aircraft only (49 : 60 L
CFR 175.75)

DOT Vessel Stowage Location : B - (i) The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers, or one passenger per each 3 m of overall vessel length; and (ii) "On deck only" on passenger vessels in which the number of passengers specified in paragraph (k)(2)(i) of this section is exceeded.

DOT Vessel Stowage Other : 26 - Stow "away from" acids

Reportable Quantity (RQ) : 100lb (45.4 kg) or 93 gallons (based on 10.5% active ingredient)

SECTION 15: Regulatory information

15.1. US Federal regulations

Sodium hypochlorite (7681-52-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Sodium hydroxide (1310-73-2)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State regulations

Sodium hypochlorite (7681-52-9)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Sodium hydroxide (1310-73-2)

U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

Full text of H-phrases:

Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

14-Dec-2017
Page 1 of 1

Report for: Brenntag Mid-South, Inc.
50 S. Belcher Rd., Suite 114
Clearwater, FL 33765
Attn: Daniel F. Taylor

Sample Identification:

Sodium Hypochlorite
Id: Lot #CLW 121117

Date Received: 11-Dec-2017

Laboratory Number: 410985

CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Units
ASTM D2022	Sodium Hypochlorite (NaOCl)	11.15	%
	Available Chlorine (Cl ₂)	10.62	%
ASTM E291	Sodium Hydroxide (NaOH)	0.21	%
AOAC 2006.03 (mod)	Copper (Cu)	< 0.02	mg/L *
	Iron (Fe)	0.03	mg/L *
	Nickel (Ni)	< 0.02	mg/L *
NOVATEK	Suspended Solids Test Time	<3 minutes for 1000 ml	(Pass)
USEPA 300.1/314 *	Clorates	1058	mg/L *
	Bromates	< 5	mg/L *

* Analysis by NovaChem Laboratories, Inc.

THORNTON LABORATORIES
Steve Fickett, III

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Commercial Chemical Products, Inc.	
	2 Business name/disregarded entity name, if different from above Poolsure	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1707 Townhurst Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77043	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] [] []	
or	
Employer identification number	
7 6 - 0 5 9 1 7 0 4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **1/1/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

COMMENTS/REMARKS

THE REFERENCED COMMERCIAL GENERAL LIABILITY POLICY INCLUDES:

- * CG 2010 04 13 (Ongoing Operations) Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy.
- * CG 2037 04 13 (Completed Operations) Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy.
- * CG 2033 04 13 Blanket Assignment of Additional Insured with respect to ongoing operations for the additional insured.
- * CG 2001 04 13 Blanket Assignment of Primary and Non-Contributory of the CGL to the additional insured when required by written contract per the terms, conditions, & exclusions of the policy.
- * CG 2404 05 09 Blanket Assignment of Waiver of Subrogation in favor of the additional insured when required by written contract per the terms, conditions & exclusions of the policy.
- * #107414 (03/11) Blanket 30 Day Notice of Cancellation except 10 day notice for nonpayment of premium will be provided to the Certificate Holder as required by written contract per the terms, conditions, & exclusions of the policy.

THE REFERENCED AUTO LIABILITY POLICY INCLUDES:

- * #87950 (9/14) Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy.
- * #62897 (6/95) Blanket Assignment of Waiver of Subrogation in favor of the additional insured when required by written contract per the terms, conditions & exclusions of the policy.
- * #74445 (10/99) Blanket Assignment of Primary Insurance for Additional Insured when required by written contract per the terms, conditions & exclusions of the policy.
- * #107414 (03/11) Blanket 30 Day Notice of Cancellation except 10 day notice for nonpayment of premium will be provided to the Certificate Holder as required by written contract per the terms, conditions, & exclusions of the policy.

THE REFERENCED WORKERS COMPENSATION/EMPLOYERS LIABILITY POLICY INCLUDES:

- * WC 00 03 13 (Ed. 04/84) Blanket Assignment of Waiver of Subrogation in favor of the additional insured when required by written contract per the terms, conditions & exclusions of the policy.
- * WC 42 03 04 B (Ed. 6-14) Blanket Assignment of Waiver of Subrogation in favor of the additional insured when required by written contract per the terms, conditions & exclusions of the policy for all Texas operations.
- * WC99056 Blanket 30 Day Notice of Cancellation except 10 day notice for nonpayment of premium will be provided to the Certificate Holder as required by written contract per the terms, conditions, & exclusions of the policy.

THE REFERENCED UMBRELLA LIABILITY POLICY INCLUDES:

- * Primary & Non-Contributory provisions when required by written contract per the terms, conditions, and exclusions of the policy.
- * Blanket Assignment of Additional Insured when required by written contract under the policy definition of "insured" per the terms, conditions, and exclusions of the policy.
- * SU085 02/14 Blanket Assignment of Waiver of Subrogation when required by written contract per the terms, conditions, and exclusions of the policy.
- * Assignment of 30 Day Notice of Cancellation except 10 Day for Nonpayment of Premium will be provided to the Certificate Holder when required by written contract per the terms, conditions, & exclusions of the policy.

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 522-23-65

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2017 forms a part of

Policy No. GL 522-23-65 issued to AQUASOL MANUFACTURERS, INC.
DBA AQUASOL CONTROLLERS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

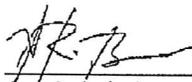
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

AUTOMOBILE LIABILITY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2017 forms a part of

policy No. CA 378-66-20 issued to AQUASOL MANUFACTURERS, INC. DBA
AQUASOL CONTROLLERS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

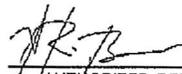
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2017 forms a part of

policy No. CA 378-66-20 issued to AQUASOL MANUFACTURERS, INC. DBA
AQUASOL CONTROLLERS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

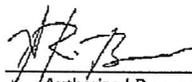
This endorsement modifies insurance provided under the following:

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.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2017 forms a part of

Policy No. CA 378-66-20 issued to AQUASOL MANUFACTURERS, INC. DBA
AQUASOL CONTROLLERS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

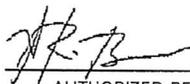
BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or 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 contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2017 forms a part of

policy No. CA 378-66-20 issued to AQUASOL MANUFACTURERS, INC. DBA
AQUASOL CONTROLLERS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

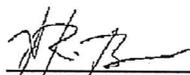
ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or 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 contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2017 forms a part of

Policy No. CA 378-66-20 issued to AQUASOL MANUFACTURERS, INC. DBA
AQUASOL CONTROLLERS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

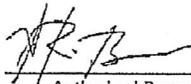
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

WORKERS COMPENSATION & EMPLOYERS LIABILITY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2017 forms a part of Policy No. WC 012-01-6109

Issued to AQUASOL MANUFACTURERS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This endorsement, effective 12:01 AM 03/01/2017 forms a part of Policy No. WC 012-01-6109

Issued to AQUASOL MANUFACTURERS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2017 forms a part of Policy No. WC 012-01-6109

Issued to AQUASOL MANUFACTURERS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

UMBRELLA LIABILITY

- c. if you are a limited liability company, your members, but only with respect to the conduct of your business, and your managers, but only with respect to their duties as your managers;
- d. if you are an organization other than a partnership, joint venture or limited liability company, any of your executive officers, directors or stockholders but only while acting within their duties or capacities as such; and
- e. if you are a trust, your trustees, but only with respect to their duties as trustees.

However, no person or organization is an Insured under this paragraph IV.O.2. for the ownership, maintenance, operation, use, Loading or Unloading, or entrustment to others, of any Auto, aircraft or watercraft unless such coverage is included under the Scheduled Underlying Insurance and then for no broader coverage than is provided under such Scheduled Underlying Insurance;

- 3. any person or organization, other than the Named Insured, included as an additional insured in any Scheduled Underlying Insurance or Scheduled Retained Limits that specifically reference an insurance policy on the Schedule of Retained Limits, but then:
 - a. for no broader coverage than is provided to such person or organization under such Scheduled Underlying Insurance or such Scheduled Retained Limits; and
 - b. if you agreed in a written contract or agreement to include such person or organization as an additional insured on this policy, the limits of insurance afforded to such person or organization under this policy will be:
 - 1). the amount by which the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement exceed the limits of insurance shown in the Schedule of Underlying Insurance or the Schedule of Retained Limits for such Scheduled Underlying Insurance or Scheduled Retained Limits; or
 - 2). the limits of insurance of this policy;

whichever is less. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement are wholly within the limits of insurance shown in the Schedule of Underlying Insurance for such Scheduled Underlying Insurance or Schedule of Retained Limits for such Scheduled Retained Limits;

- 4. any of your Employees, other than:
 - a. your managers if you are a limited liability company; or
 - b. your executive officers if you are an organization other than a partnership, joint venture or limited liability company;

but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no person is an Insured under this paragraph IV.O.4. for:

- a. the ownership, maintenance, operation, use, Loading or Unloading, or entrustment to others, of any Auto, aircraft or watercraft; or
- b. Bodily Injury or Personal Injury to:
 - 1). another Employee of the same employer;
 - 2). any Volunteer Worker volunteering for the same person or organization; or
 - 3). the spouse or any child, parent, brother or sister of that other Employee or that Volunteer Worker as a consequence of such Bodily Injury or Personal Injury to that other Employee or that Volunteer Worker described in paragraph b.1). or 2). of this exclusion; or

1. you have, and any other Involved Insured has, complied with all the terms of this policy; and
2. the amount any Insured owes has been determined with our written consent or by actual trial and final judgment.

K. Maintenance of Scheduled Underlying Insurance

1. During the Policy Period, you agree:
 - a. to keep Scheduled Underlying Insurance in full force and effect;
 - b. that the terms, including definitions, conditions and exclusions, of Scheduled Underlying Insurance will not materially change;
 - c. that the total applicable limits of Scheduled Underlying Insurance will not decrease, except for any reduction or exhaustion of aggregate limits solely by payments as permitted in paragraph I.C. above; and
 - d. that any renewals or replacements of Scheduled Underlying Insurance will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.
2. If you fail to comply with these requirements, this insurance is not invalidated. However, we will be liable only to the same extent that we would have been, if you had fully complied with these requirements.
3. If you are unable to recover from an issuer of any Scheduled Underlying Insurance because that issuer is unable to pay or you fail to comply with any term or condition of any Scheduled Underlying Insurance, we will only pay those sums covered by this insurance which are in excess of the limit of insurance shown in the Schedule of Underlying Insurance for such Scheduled Underlying Insurance.

L. Other Insurance

If valid and collectible Other Insurance applies to damages that are also covered by this policy, this policy will apply excess of, and will not contribute with, that Other Insurance, whether it is primary, excess, contingent or on any other basis.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization as an Insured under paragraph IV.C.3. above, must apply on a primary basis or a primary and non-contributory basis, this policy will apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury as if Other Insurance available to such person or organization under which that person or organization qualifies as a named insured does not exist, and we will not share with that Other Insurance, provided that such Bodily Injury, Property Damage, Personal Injury or Advertising Injury is caused by an Occurrence that commences subsequent to the execution of such contract or agreement. But this insurance still is excess over any Other Insurance, whether such insurance is primary, excess, contingent or on any other basis, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

M. Premium

The premium for this policy is the amount stated in Item 5 of the Declarations. It is a flat premium unless specified as subject to an audit adjustment.

N. Separation of Insureds

Except with respect to the limits of insurance of this policy and any rights or duties specifically assigned to the first Named Insured designated in Item 1 of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each Insured against whom the Claim is made or the Suit is brought.

Waiver of Rights of Recovery Endorsement

The following is added to paragraph O, of section VII- Conditions:

If, prior to an Occurrence, covered by this policy, you have agreed in a written contract, to waive your rights to recovery of payment for damages for Bodily Injury, Property Damage, Personal Injury, Advertising Injury or any Employee Benefits Liability Wrongful Act caused by that Occurrence, then we agree to waive our right of recovery for such payment.

All other terms of your policy remain the same.

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: _____

PERSON OR
ORGANIZATION:

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.