

DATE: 10/16/2019
BID NO.: 50-00128324

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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 X NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED 10 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 11/6/2020.

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

Within 2 business days

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

N/A

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Commercial Chemical Products, Inc. DBA Poolsure

ADDRESS: 1707 Townhurst Drive

CITY, STATE: Houston, TX

ZIP: 77043

TELEPHONE: (800) 858-7665

FAX: (800) 909-3962

EMAIL ADDRESS: bids@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: N/A

NUMBER: N/A

NUMBER: N/A

NUMBER: N/A

TOTAL PRICE OF ALL BID ITEMS: \$ 66,500.00

AUTHORIZED

SIGNATURE: Alan Falik

Alan Falik

Printed Name

TITLE: President/CEO

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.: 50-00128324

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	50,000.00	GL	<p>TWO (2) YEAR CONTRACT FOR THE SUPPLY OF SODIUM HYPOCHLORITE SOLUTION FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - SEWERAGE</p> <p>0001 - Sodium Hypochlorite Solution (NaOCl) in small bulk quantities</p>	\$1.33	\$66,500.00

Non-Public Works Bid

AFFIDAVIT

STATE OF TexasPARISH/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/CEO of Commercial Chemical Products, Inc.
DBA Poolsure (Entity),
the party who submitted a bid in response to Bid Number 50-00128324, 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.

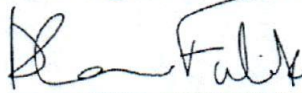
Choice B X _____ There are NO debts which would require disclosure under Choice A of this section.

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.



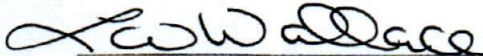
Signature of Affiant

Alan Falik

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 4 DAY OF November, 2019.



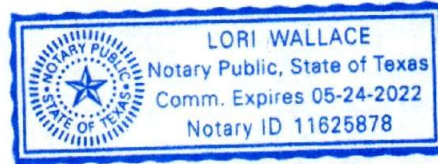
Notary Public

Lori Wallace

Printed Name of Notary

11625878

Notary/Bar Roll Number



My commission expires 5/24/2022.

CORPORATE AUTHORIZATION RESOLUTION
CORPORATE AUTHORIZATION RESOLUTION

I, Bebe Falik, the undersigned Secretary of Commercial Chemical Products, Inc. DBA Poolsure (The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of Texas and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the 15 day of May, 2014 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Alan Falik (name), President/CEO (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any proposal submitted to, or any contract entered into with the City of Austin: and,

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, with the City of Austin prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this 4 day of June, 2018.



Bebe Falik
Secretary-Treasurer



Name	Type	City	Status
COMMERCIAL CHEMICAL PRODUCTS, INC.	Business Corporation (Non-Louisiana)	HOUSTON	Active

Previous Names

Business: COMMERCIAL CHEMICAL PRODUCTS, INC.
Charter Number: 42122652F
Registration Date: 1/5/2016
Domicile Address

1707 TOWNHURST DR.
HOUSTON, TX 770432810

Mailing Address

1707 TOWNHURST DR.
HOUSTON, TX 770432810

Principal Business Office

1707 TOWNHURST DR.
HOUSTON, TX 770432810

Registered Office in Louisiana

3867 PLAZA TOWER DR.
BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana

3867 PLAZA TOWER DR.
BATON ROUGE, LA 70816

Status

Status: Active
Annual Report Status: In Good Standing
Qualified: 1/5/2016
Last Report Filed: 12/11/2018
Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent:	C T CORPORATION SYSTEM
Address 1:	3867 PLAZA TOWER DR.
City, State, Zip:	BATON ROUGE, LA 70816
Appointment Date:	1/5/2016

Officer(s)

Additional Officers: No

Officer:	JOHN L. FALIK
Title:	Director
Address 1:	1707 TOWNHURST DR.
City, State, Zip:	HOUSTON, TX 770432810
Officer:	ALAN J FALIK
Title:	Officer, President, Director
Address 1:	1707 TOWNHURST DR.
City, State, Zip:	HOUSTON, TX 770432810

Amendments on File (2)

Description	Date
Revoked	6/15/2017
Reinstatement	7/31/2017

Print



Product Data Sheet – Sodium Hypochlorite

Product name: Commercial Chlor

Appearance: Greenish Yellow Liquid

Clarity: Clear

pH: 12.7 (+/- .2)

Specific Gravity: 1.16 (+/- .03)

% Sodium Hypochlorite: 10.50% - 11.50%

% Excess Sodium Hydroxide: 1.2% (+/- .10%)

Chlorate at time of production: <1,500 mg/L (1,500 ppm)

Bromate: <100 ppm

Novatek Suspended Solids Test: <3 minutes

NSF Certified

EPA Registered

Elements:

AL (Aluminum) <5 PPM

FE (Iron) <1 PPM

NI (Nickel) <.05 PPM

CO (Cobalt) <.5 PPM

MG (Magnesium) <15 PPM

CA (Calcium) <28 PPM

SR (Strontium) <1 PPM

MN (Manganese) <.5 PPM

SN (Tin) <5 PPM

CR (Chromium) <2 PPM

CU (Copper) <.05PPM

TI (Titanium) <1 PPM

ZN (Zinc) <1 PPM

www.poolsure.com

1-800-858-POOL (7665)

Houston – San Antonio – Austin - Dallas – Orlando – Daytona – Jacksonville – St. Augustine –
Melbourne - New Orleans – Baton Rouge - Lafayette - Tampa

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet



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; Commercial Chlor, Commercial Chlor Extra

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

Use of the substance/mixture : Industrial and Commercial Uses
 Uses advised against : Not determined or not applicable
 Reasons advised against : Not determined or not applicable

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

United States Chemtree 1-800-424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Corr. 1A H314
 Eye Dam. 1 H318
 Met. Corr. 1 H290

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
 H290 - May be corrosive to metals
 H318 - Causes serious eye damage
 H335 - May cause respiratory irritation
 H401 - Toxic to aquatic life

Precautionary statements (GHS-US)

P234 - Keep only in original container
 P260 - Do not breathe dust/fume/gas/mist/vapors/spray
 P264 - Wash thoroughly after handling
 P271 - Use only outdoors or in a well ventilated area
 P273 - Avoid release to the environment
 P280 - Wear protective gloves/protective clothing/eye protection/face protection
 P301+P330+P331+P310 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.
 P303+P361+P353+P310 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. Immediately call a POISON CENTER or doctor/physician
 P304+P340+P310 If inhaled: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a poison center or doctor/physician
 P305+P351+P338+P310 IF IN EYES: Rinse cautiously with water for several minutes.

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.

P310 - Immediately call a poison center/doctor
P321 - Specific treatment (see supplemental first aid instructions on this label)
P363 - Wash contaminated clothing before reuse
P390 - Absorb spillage to prevent material damage
P403+P233 Store in a well ventilated place. Keep container tightly closed
P405 - Store locked up
P406 - Store in corrosive resistant stainless steel container with a resistant inner liner
P501 - Dispose of contents and container as instructed in Section 13

2.3. Other hazards

Hazards not otherwise classified: None

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

CAS number: 7681-52-9

CAS number: 1210-73-2

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	: Loosen clothing as necessary and position individual in a comfortable position Maintain an unobstructed airway Get medical advice/attention if you feel unwell Take precautions to ensure your own safety Remove source of exposure or move person to fresh air and keep comfortable for breathing Immediately call a POISON CONTROL CENTER or seek medical attention If breathing has stopped, trained personnel should begin rescue breathing Avoid mouth-to-mouth contact by using a barrier device If the heart has stopped, immediately start cardiopulmonary resuscitation.
First-aid measures after skin contact	Rinse affected area with soap and water If symptoms develop or persist, seek medical attention Avoid direct contact and wear chemical protective clothing, if necessary Immediately take off all contaminated clothing Gently blot or brush away excess product Rinse skin with lukewarm, gently flowing water until medical aid is available Immediately call a POISON CONTROL CENTER or seek medical attention Wash contaminated clothing before re-use or discard
First-aid measures after eye contact	: Rinse/flush exposed eye(s) gently using water for 15-20 minutes. If symptoms develop or persist, seek medical attention Avoid direct contact and wear chemical protective gloves, if necessary Rinse eyes cautiously with lukewarm, gently flowing water for several minutes, while holding the eyelids open Remove contact lenses, if present and easy to do so Continue rinsing until medical aid is available Immediately call a POISON CONTROL CENTER or seek medical attention.
First-aid measures after ingestion	: Rinse mouth thoroughly Seek medical attention if irritation, discomfort, or vomiting persists Immediately call a POISON CONTROL CENTER or seek medical attention Do not induce vomiting and rinse mouth If vomiting occurs naturally, lie on your side, in the recovery position If breathing has stopped, trained personnel should begin rescue breathing Avoid mouth-to-mouth contact by using a barrier device If the heart has stopped, immediately start cardiopulmonary resuscitation (CPR)

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

Delayed symptoms and effects:	: Not determined or not applicable
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Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

Specific Treatment: : Not determined or not applicable
 Notes for the Doctor: : Not determined or not applicable

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Use appropriate fire suppression agents for adjacent combustible materials or sources of ignition
 Unsuitable extinguishing media : Not determined or not applicable.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Thermal decomposition can lead to release of irritating gases and vapors May form corrosive mixtures with water Special protective equipment for firefighters:
 : May form corrosive mixtures with water.
 Explosion hazard : Not determined or not applicable

5.3. Advice for firefighters

Protection during firefighting : Use typical firefighting equipment, self-contained breathing apparatus, special tightly sealed suit

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Ensure adequate ventilation Ensure air handling systems are operational Wear protective eye wear, gloves and clothing

6.1.2. For emergency responders

Ensure adequate ventilation Ensure air handling systems are operational Wear protective eye wear, gloves and clothing

6.2. Environmental precautions

Should not be released into the environment Prevent from reaching drains, sewer or waterway.

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.

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.
 : Use only with adequate ventilation
 : Avoid breathing mist or vapor
 : Do not eat, drink, smoke or use personal products when handling chemical substances

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.
 : Keep container tightly sealed
 : Protect from freezing and physical damage
 : Store in a cool, well ventilated area
 : Store in corrosive resistant container with resistant inner lining

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Only those substances with limit values have been included below. Occupational Exposure limit values:

Sodium hydroxide (1310-73-2)		
WEEL	hypochlorite 7681-52-9 STEL (15 min.)	2 mg/m3
ACGIH	Sodium hydroxide 1310-73-2 ACGIH TLV C	2.0 mg/m3
United States (OSHA)	Sodium hydroxide 1310-73-2 OSHA PEL TWA	2.0 mg/m3

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NIOSH	Sodium hydroxide 1310-73-2 NIOSH REL	2.0 mg/m3
Sodium hydroxide	1310-73-2 NIOSH IDLH	10.0 mg/m3

Biological limit values:

No biological exposure limits noted for the ingredient(s). Information on monitoring procedures:

Monitoring of the concentration of substances in the breathing zone of workers or in the general workplace may be required to confirm compliance with an OEL and adequacy of exposure controls. Biological monitoring may also be appropriate for some substances. Appropriate engineering controls:

Avoid contact with skin, eyes and clothing. Wash hands before breaks and at the end of work. Wash contaminated clothing before reuse.

8.2. Exposure controls

Hand protection	: Skin and body protection. Select glove material impermeable and resistant to the substance. Wear appropriate clothing to prevent any possibility of skin contact. Respiratory protection
Eye protection	: Safety goggles or glasses, or appropriate eye protection. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of use or handling. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapor and mists below the applicable workplace exposure limits (Occupational Exposure Limits-OELs) indicated above
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Color	: Light Yellow / Green
Odor	: Chlorine
Odor threshold	: Not determined or not applicable
pH	: 12.3 - 12.9
Melting point	: Not determined or not applicable
Freezing point	: Not determined or not applicable
Boiling point	: 105 °C (221°F)
Flash point (closed cup)	: Not determined or not applicable
Relative evaporation rate (butyl acetate=1)	: Not determined or not applicable
Flammability (solid, gas)	: Not determined or not applicable
Explosion limits	: Not determined or not applicable
Explosive properties	: Not determined or not applicable
Oxidizing properties	: Not determined or not applicable
Vapor pressure	: 22 mm Hg @ 20°C (68°F)
Vapor Density	: Not determined or not applicable
Specific gravity	: 1.14 – 1.20
Relative density 20 °C (68°C)	: 1.15 Solubilities Miscible with water
Solubility	: Miscible with water.
Partition coefficient (-octanol/water)	: Not determined or not applicable
Log Pow	: Not determined or not applicable
Auto-ignition temperature	: Not determined or not applicable
Decomposition temperature	: Not determined or not applicable
Viscosity	: Not determined or not applicable
Viscosity, kinematic	: Not determined or not applicable
Viscosity, dynamic	: Not determined or not applicable

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

Does not react under normal conditions of use and storage

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Stable under normal conditions of use and storage.

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	: Based on available data, the classification criteria are not met.
Skin corrosion/irritation	: Causes severe skin burns and eye damage
Serious eye damage/irritation	: Causes serious eye damage
Respiratory or skin sensitization	: Based on available data, the classification criteria are not met. Product data: No data available
Germ cell mutagenicity	: Based on available data, the classification criteria are not met. Product data: No data available
Carcinogenicity	: Not classified
Reproductive toxicity	: Based on available data, the classification criteria are not met. Product data: No data available
Specific target organ toxicity (single exposure)	: May cause respiratory irritation Product data: No data available. Substance data: No data available

Specific target organ toxicity (repeated exposure) : Based on available data, the classification criteria are not met. Product data: No data available. Substance data: No data available

Aspiration hazard : Based on available data, the classification criteria are not met. Product data: No data available. Substance data: No data available

SECTION 12: Ecological information

12.1. Toxicity

Acute (short-term) toxicity

Assessment: Toxic to aquatic life

Sodium hypochlorite (7681-52-9)	
LC50 Silver Salmon	32 ug/L – 96 h Chronic (long term) toxicity; Species Oncorhynchus kisutch
EC50 Daphnia Magna	1700ug/L – 48 h

Sodium Hypochlorite Solution

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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 data available

12.3. Bioaccumulative potential

No data available

12.4. Mobility in soil

No data available

12.5. Other adverse effects

Effect on the global warming : Not determined or not applicable

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : It is the responsibility of the waste generator to properly characterize all waste materials according to applicable regulatory entities

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN1791 Hypochlorite solutions

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 - Environmental Hazard Marine Pollutant

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

DOT Packaging Bulk (49 CFR 173.xxx) : Transport in Bulk according to Annex of MARPOL 73/78 and the IBC

DOT Special Provisions (49 CFR 172.102) : None

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

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

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SECTION 15: Regulatory information

15.1. US Federal regulations

Sodium hypochlorite (7681-52-9)

Listed Significant New Use Rule (TSCA Section 5)

Sodium hydroxide (1310-73-2)

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

15.2. US State regulations

Inventory listing (TSCA):

7681-52-9 Sodium hypochlorite Listed 1310-73-2 Sodium hydroxide: Not determined.

Export notification under TSCA Section 12(b): Not determined. SARA Section 311/312 hazards:

Acute Chronic Fire Pressure Reactive Yes

SARA Section 302 extremely hazardous substances: Not determined.

SARA Section 313 toxic chemicals: Not determined. CERCLA:

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

Abbreviations and Acronyms: None Disclaimer:

This product has been classified in accordance with OSHA HCS 2012 guidelines. The information provided in this SDS is correct, to the best of our knowledge, based on information available. The information given is designed only as a guidance for safe handling, use, storage, transportation and disposal and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials, unless specified in the text. The responsibility to provide a safe workplace remains with the user.

NFPA: 3-0-2 HMIS: 3-0-2 Initial preparation date: 10.02.2017

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

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Sodium Hypochlorite	
HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	2
PERSONAL PROTECTION	

End of Safety Data Sheet

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2019

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 Insgroup, Inc. 5151 San Felipe, 24th Floor Houston, Texas 77056	CONTACT NAME: Shari Rose PHONE (A/C, No. Ext): (713) 350-6370 FAX (A/C, No): (713) 234-6752 E-MAIL ADDRESS: srose@insgroup.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED Commercial Chemical Products, Inc. dba Poolsure 1707 Townhurst Drive Houston TX 77043-2810	INSURER A:	National Union Fire Insurance Co.
	INSURER B:	Travelers Property Casualty Co.
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			522-23-65	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 PER PROJECT AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS ONLY			CA 378-66-20	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-21N2859A-19-NF	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 012-01-6109	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

POLICY PROVISIONS ATTACHED

RE: Bid number is #50-00128324

As required by written contract Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council are included as Additional Insureds per the terms and conditions of the referenced General Liability and Auto policies.

CERTIFICATE HOLDER

Jefferson Parish
 Department of Public Works
 1221 Elmwood Pkwy
 Harahan LA 70122

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

Henry Hochman / CS08

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Additional Remarks Schedule

COMMERCIAL GENERAL LIABILITY POLICY includes but is not limited to the following provisions per the terms and conditions & exclusions of the policy:

- * CG 2010 (Ed. 04/13) (Ongoing Operations) Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy.
- * CG 2037 (Ed. 04/13) (Completed Operations) Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy.
- * CG 2033 (Ed. 04/13) Blanket Assignment of Additional Insured with respect to ongoing operations for the additional insured.
- * CG 2001 (Ed. 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 (Ed. 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 (Ed. 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.

AUTO LIABILITY POLICY INCLUDES but is not limited to the following provisions per the terms and conditions & exclusions of the policy:

- * 87950 (Ed. 9/14) Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy.
- * 62897 (Ed. 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 (Ed. 10/99) Blanket Assignment of Primary Insurance for Additional Insured when required by written contract per the terms, conditions & exclusions of the policy.
- * 107414 (Ed. 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.

WORKERS COMPENSATION/EMPLOYERS LIABILITY includes but is not limited to the following provisions per the terms and conditions & exclusions of the policy:

- * 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 (Ed. 4/11) 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.

UMBRELLA LIABILITY includes but is not limited to the following provisions per the terms and conditions & exclusions of the policy:

- * 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.
- * 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

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.

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.

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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2019 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**.

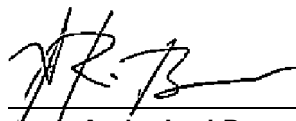
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

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

AUTO LIABILITY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2019 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. 03/01/2019 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. 03/01/2019 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

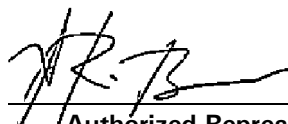
This endorsement modifies insurance provided under the following:

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. 03/01/2019 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**.

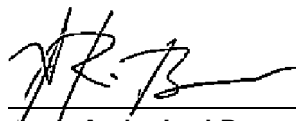
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

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 03/01/2019 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 03/01/2019 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

(X) 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 03/01/2019 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.G. 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.O.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.