



**Bid Number 50-00134807**

**TWO YEAR CONTRACT FOR THE SUPPLY OF SODIUM HYPOCHLORITE  
SOLUTION (INDUSTRIAL STRENGTH) FOR THE JEFFERSON PARISH  
DEPARTMENT OF PUBLIC WORKS- SEWERAGE.**

**BID DUE: JULY 8, 2021 AT 2:00 PM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions  
in the technical specifications and Jefferson Parish Instructions for Bidders and  
General Terms and Conditions. All bids must be received on the Purchasing  
Department's eProcurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the bid due date  
and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Donna Reamey  
Email: [Dreamey@jeffparish.net](mailto:Dreamey@jeffparish.net)  
Phone: 504-364-2684**



**CENTRALBIDDING**

FROM CENTRAL AUCTION HOUSE

**5000134807 TWO YEAR CONTRACT FOR THE SUPPLY OF SODIUM  
HYPOCHLORITE SOLUTION (INDUSTRIAL STRENGTH) FOR THE  
JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS – SEWERAGE.  
Jefferson Parish Government**

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

24-Jun-2021 09:19:43 AM



**JEFFERSON PARISH  
DEPARTMENT OF SEWERAGE  
SPECIFICATIONS FOR SODIUM HYPOCHLORITE SOLUTION  
(INDUSTRIAL STRENGTH) IN LARGE BULK DELIVERIES**

**GENERAL:**

Specifications for a two year contract for a supply of Sodium Hypochlorite (NaOCl) (industrial strength) in large bulk deliveries, for the Department of Sewerage. The sodium hypochlorite in this specification will be used for the disinfection of wastewater at the Harvey, Marrero, Bridge City, and Eastbank Wastewater Treatment Plants. The quantity shown on this bid represents an approximate quantity to be purchased over the two year period. Actual usage will be on an as needed basis.

**TECHNICAL INFORMATION :**

**All bidders must submit material safety data sheets and product data sheets with their bid. Failure to comply will cause your bid to be rejected.**

**PRODUCT SPECIFICATIONS:**

Chemical composition of sodium hypochlorite - (NaOCl)

Typical analysis and specifications:

Available chlorine - minimum by weight 12.5% (as weight to volume or trade %) 15% (150/l)

Sodium hypochlorite (NaOCl) by weight - 13.03%

Excess alkalinity (NaOH) - by weight 0.5 to (10 g/l) to volume - 0.8%

Specific gravity @ 20 degrees c - 1.20 to 1.21

Chlorine (Cl<sub>2</sub>) by weight gallon - 1.25 lb/gal.

Color - pale yellow

Odor - mild chlorine

Weight/gallon - 10 lb./gal

**DELIVERIES:**

The vendor shall not deliver any material without a proper purchase order number from the Department of Sewerage, except in the case of a Director Declared Emergency.

Delivery shall be made by tank truck (bulk), with each delivery quantity ranging from 1,000 gallons to 4,500 gallons.

Deliveries are to be made to:

1. Harvey Wastewater Treatment Plant  
2343 Paillet Avenue  
Harvey, Louisiana 70058
2. Marrero Wastewater Treatment Plant  
6250 Lapalco Blvd.  
Marrero, Louisiana 70072
3. Bridge City Wastewater Treatment Plant  
1400 Hwy 90 West  
Westwego, Louisiana 70094
4. Eastbank Wastewater Treatment Plant  
No. 2 Humane Way  
Jefferson, Louisiana 70123

Deliveries to the Harvey and Bridge City plants must be made between 7:00 a.m. and 2:00 p.m.

The Marrero and Eastbank plants can accept deliveries 24 hours a day.

**INVOICING:**

Invoices with purchase order number and a copy of delivery tickets showing delivery date, should be sent to:

Department of Sewerage  
1221 Elmwood Park Boulevard, Suite 803  
Harahan, Louisiana 70123



DATE: 6/23/2021

BID NO.: 50-00134807

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

BUYER: DREAMEY@jeffparish.net

**BIDS WILL BE RECEIVED ONLINE VIA [WWW.JEFFPARISHBIDS.NET](http://WWW.JEFFPARISHBIDS.NET) UNTIL 2:00 PM, 7/08/2021 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.**

**LATE BIDS WILL NOT BE ACCEPTED**

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

**Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)**



All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

**A. AWARD OF CONTRACT:** JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

**PROTESTS:** Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

**PREFERENCE:** Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA - R.S. 38:2251-2261"

**B. USE OF BRAND NAMES AND STOCK NUMBERS:** Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

**C. CANCELLATION OF CONTRACT:** JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

**D. PRICES:** Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).



DATE: 6/23/2021

BID NO.: 50-00134807

Page: 3

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

### IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

### ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

**10,12,13,15**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.



**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies) When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.



**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

DATE: 6/23/2021

Page: 6

BID NO.: 50-00134807

**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 ☐

MAXIMUM ESCALATION PERCENTAGE REQUESTED 5 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF OCTOBER 26, 2022

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

4-6 DAYS FROM ORDER

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

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: DPC ENTERPRISES

ADDRESS: 620 WEST 10<sup>TH</sup> ST

CITY, STATE: RESERVE, LA. ZIP: 70084

TELEPHONE: (985) 536-1172 FAX: (985) 536-7203

EMAIL ADDRESS: MCHAPMAN@DX6GROUP.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 by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

NO ADDENDA MC

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 2,182,000

AUTHORIZED SIGNATURE: M/na Chy

TITLE: TERRITORY MANAGER

MARK CHAPMAN  
Printed Name

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.



DATE: 6/23/2021

Page 7

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00134807

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2,600,000.00	GL	<p>TWO YEAR CONTRACT FOR THE SUPPLY OF SODIUM HYPOCHLORITE SOLUTION (INDUSTRIAL STRENGTH) FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - SEWERAGE</p> <p>0001 Sodium Hypochlorite Solution (Industrial Strength) per submitted specifications</p>	<p>\$ 1.0700</p> <p>FOB DELIVERED</p>	<p>\$2,782,000</p>

## 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 Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

*Instruction sheet may be omitted when submitting the affidavit*



Non-Public Works Bid

AFFIDAVIT

STATE OF LOUISIANA

PARISH COUNTY OF ST. JOHN THE BAPTIST

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_

MARK CHAPMAN, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized TERRITORY MANAGER of DPC ENTERPRISES (Entity),  
the party who submitted a bid in response to Bid Number 50-00134807, 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 ✓ 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 ✓ 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.

Mark Chapman  
Signature of Affiant

MARK CHAPMAN  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 2nd DAY OF July, 2021.

Greg Maurin  
Notary Public

**GREG K. MAURIN, JP-48-5**  
**JUSTICE OF THE PEACE**  
Printed Name of Notary

Notary/Bar Roll Number

My commission expires 12-31-2026.



## **STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

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**For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected.** The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

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### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

#### **☒ WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

**Note:** If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being



rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**Note:** This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**DEDUCTIBLES** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.





# JEFFERSON PARISH

## DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

September 2020

### **Changes to Jefferson Parish Bidding Information**

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes:

**Total Bid Price Must Include the Cost of Naming Jefferson Parish as Additional Insured:**

Bidder acknowledges that Bidder recovered the cost of any required insurance in the contract price as required by La.R.S. 9:2780.1 and that Bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that Bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that Bidder has obtained.

**Electronic Procurement:** Beginning November 1, 2020, Jefferson Parish will no longer accept manual bid submissions; and will only accept bid submissions electronically via our e-Procurement system, Central Bidding. Central Bidding can be accessed by visiting either [www.centralbidding.com](http://www.centralbidding.com) or [www.jeffparishbids.net](http://www.jeffparishbids.net). All bidders will be required to register with Central Bidding. Jefferson Parish vendors are able to register for free by accessing the following link:  
<https://www.centrauctionhouse.com/registration.php>.

**Probable Construction Cost:** Per Jefferson Parish Administrative Policy, the probable construction cost is not revealed in the Jefferson Parish Bidding Documents. Jefferson Parish Administrative Policy has changed and a range of the probable construction cost will be stated in the Jefferson Parish bidding document, entitled Important Notice to All Bidders – Bid Requirements. Per Louisiana Public Bid Law, the probable construction cost will be read at the bid opening.

**Insurance Requirement:** All bidders must provide proof of valid insurance in the required amounts as stated in the Standard Insurance Requirements for bidding purposes. Failure to provide the proof of valid insurance in all of the required coverage amounts will result in bid rejection.

GENERAL GOVERNMENT BLDG. -- 200 DERBIGNY ST., SUITE 4400, GRETN, LA 70053  
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. -- 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123  
OFFICE 504.364.2678  
EMAIL: [PURCHASING@JEFFPARISH.NET](mailto:PURCHASING@JEFFPARISH.NET) WEBSITE: [WWW.JEFFPARISH.NET](http://WWW.JEFFPARISH.NET)



## DPC ENTERPRISES

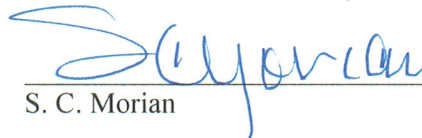
P.O. Box 130468  
HOUSTON, TEXAS 77219-0468  
(713) 863-1947  
Fax (713) 863-8316

### **Certified Copy of Corporate Resolution**

I, S. C. Morian, duly elected and acting Secretary of DPC Enterprises, GP, LLC, a Delaware Limited Liability Company (the "Company"), hereby certify that the following resolution was adopted by unanimous consent of the Directors, and has not been amended or rescinded, and is still in full force and effect:

BE IT RESOLVED, Mr. Mark Chapman, Sales Representative for DPC Enterprises, L.P. be, and is hereby appointed, constituted and designated as agent and attorney-in-fact of the Company with full power and authority to act on behalf of this Company in all negotiations, bidding concerns, and transactions with Jefferson Parish, Louisiana 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 and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this company hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on June 24, 2021.

  
\_\_\_\_\_  
S. C. Morian





## **DPC ENTERPRISES, L.P.**

P.O. Box 24600  
Houston, Texas 77229-4600  
(281) 457-4888  
Fax (281) 457-4807

### **Louisiana Preference**

DPC Enterprises, L.P. does claim Louisiana Preference in the manufacturing of the Sodium Hypochlorite Solution referenced in Requisition No. 50-00134807 of the Jefferson Parish Sodium Hypochlorite bid. DPC produces the Sodium Hypochlorite at our facility at:

620 West 10th Street  
Reserve, LA 70084-6915

The raw material used in the production of this product is also manufactured in Louisiana.

Please let us know if we can be of any further assistance in this matter.

Mark Chapman  
Territory Manager



PO Box 24600, Houston, Texas 77229-4600  
www.dxgroup.com

## **PRODUCT SPECIFICATIONS**

Dixichlor Max  
Sodium Hypochlorite 12.5%  
EPA Registration No. 813 -15

	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Sodium Hypochlorite % by weight	12.50	15.62
Available Chlorine % by weight	12.0	14.88
Excess Caustic % by weight	0.1	5.0







## Safety Data Sheet

### 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

**Product identifier:** DIXICHLOR MAX  
**Synonyms:** Bleach, Sodium Hypochlorite, Sodium Hypochlorite 12.5%  
**Intended use:** Swimming pool chlorinator, Hard surface cleaner, Water treatment chemical, Biocides  
**Uses Advised Against:** None identified. This is a pesticide product, do not use in a pesticide application that is not included on the label.

**Company Identification**  
DPC Industries, Inc.  
DPC Enterprises, LP  
DXI Industries, Inc.  
DX Terminals  
Petra Chemical Company  
PO Box 24600  
Houston, TX 77229-4600

**Emergency**  
**CHEMTREC (USA)** (800) 424-9300  
**24 hour Emergency Telephone No.** (281) 457-4888  
www.dxgroup.com

### 2. Hazard identification of the product

<b>Physical hazards</b>	Corrosive to metals	Category 1
<b>Health hazards</b>	Skin corrosion/irritation Serious eye damage/eye irritation Specific target organ toxicity, single exposure	Category 1C Category 1 Category 3 respiratory tract irritation
<b>Environmental hazards</b>	Hazardous to the aquatic environment, acute hazard Hazardous to the aquatic environment, long-term hazard	Category 1 Category 2

#### Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



<b>Signal Word</b>	<b>Danger</b>
<b>Hazard Statements</b>	CORROSIVE. Causes serious eye damage. Causes severe skin burns. Causes damage to respiratory system when inhaled. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals.
<b>Precautionary Statements</b>	
<b>Prevention</b>	Do not breathe mist / vapors / spray. Avoid contact with skin, eyes and clothing. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Keep only in original container. Use in well ventilated area. Store in corrosive resistant container with a resistant inner liner.
<b>Response</b>	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN: Remove / Take off immediately all contaminated clothing. Wash with plenty of soap and water. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. Wash contaminated clothing before reuse. Collect spillage.
<b>Storage</b>	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
<b>Disposal</b>	Dispose of contents / container in accordance with local / national regulations.



# Safety Data Sheet

## 3. Composition/information on ingredients

Synonyms: Bleach, Sodium Hypochlorite, Sodium Hypochlorite 12.5%

Ingredient	CAS Number	Percent (%)	GHS Classification	NOTES
Sodium hypochlorite.	7681-52-9	12.5 - 15.6	Skin Corr. 1B; Aquatic Acute 1; Eye Dam. 1	[1]
Sodium chloride	7647-14-5	9 - 10	Not classified	[1]
Sodium hydroxide	1310-73-2	0.5 - 2	Skin Corr. 1A;H314 Met. Corr. 1;H290	[1][2]

In accordance with paragraph (i) of §1910.1200, the specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret.

[1] Substance classified with a health or environmental hazard.

[2] Substance with a workplace exposure limit.

\*The full texts of the phrases are shown in Section 16.

## 4. First Aid Measures

<b>General</b>	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
<b>Inhalation</b>	Move victim to fresh air. Call emergency medical care. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult.
<b>Eyes</b>	Irrigate copiously with clean fresh water for at least 10 minutes, holding the eyelids apart. Get medical attention. Remove contact lenses if present and easy to do - continue rinsing.
<b>Skin</b>	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser. Do NOT use solvents or thinners.
<b>Ingestion</b>	If accidentally swallowed obtain immediate medical attention. Rinse mouth. Keep at rest. Do NOT induce vomiting. If vomiting occurs, keep head low so that stomach content does not get into lungs.
<b>Most important symptoms and effects, both acute and delayed</b>	
<b>Overview</b>	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

## 5. Fire-fighting measures

<b>Recommended Extinguishing media</b>	Alcohol resistant foam, CO <sub>2</sub> , dry chemical powder, water spray. Do not use water jet.
<b>Special hazards arising from the substance or mixture</b>	Hydrogen chloride and chlorine. Chlorine gas rate of decomposition increases with the concentration with temperatures above 85 °F (30 °C). Do not breathe mist / vapors / spray.
<b>Advice for fire-fighters</b>	Wear positive pressure self-contained breathing apparatus (SCBA). Wear chemical protective clothing that is specifically recommended by the manufacturer. It may provide little or no thermal protection. Structural firefighters' protective clothing provides limited protection in fire situations ONLY; it is not effective in spill situations where direct contact with the substance is possible. Non-combustible, substance itself does not burn but may decompose upon heating to produce corrosive and/or toxic fumes. Some are oxidizers and may ignite combustibles (wood, paper, oil, clothing, etc.). Contact with metals may evolve flammable hydrogen gas. Containers may explode when heated. TOXIC; inhalation, ingestion or skin contact with material may cause severe injury or death. Contact with molten substance may cause severe burns to skin and eyes. Avoid any skin contact. Effects of contact or inhalation may be delayed. Fire may produce irritating, corrosive and/or toxic gases. Runoff from fire control or dilution water may be corrosive and/or toxic and cause pollution. <b>ERG Guide No. 154</b>



# Safety Data Sheet

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse. Stop leak if you can do it without risk. Prevent entry into waterways, sewers, basements or confined areas. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Local authorities should be contacted if significant spill cannot be contained.
<b>Environmental precautions</b>	Do not allow spills to enter drains or watercourses.
<b>Methods and material for containment and cleaning up</b>	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Wear appropriate personal protective equipment. Do not get in eyes, on skin, on clothing. Chemical attack increases with solution strength. Use with adequate ventilation. Observe good industrial hygiene practices. Do not apply heat or direct sunlight. Temperature and product concentration affect product quality and decomposition rates.
<b>Conditions for safe storage, including any incompatibilities</b>	Handle containers carefully to prevent damage and spillage. Keep container tightly closed. Store in a cool and well-ventilated place. Store in a corrosive resistant container. Consult container manufacturer for additional guidance. Store away from and do not mix with incompatible materials such as acids, ammonia, urea, oxidizers, organics and metals such as nickel, copper, tin, aluminum and iron.

## 8. Exposure controls and personal protection

### Exposure Control Parameters

CAS No.	Ingestion	Source	Value
1310-73-2	Sodium hydroxide	OSHA	TWA 2 mg/m3
		ACGIH	Ceiling: 2 mg/m3
		NIOSH	C 2 mg/m3
7647-14-5	Sodium chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
7681-52-9	Sodium hypochlorite.	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

### Individual protection measures, such as personal protective equipment

<b>Respiratory</b>	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
<b>Eyes</b>	Wear face shield with safety glasses with side shields and/or safety goggles.
<b>Skin</b>	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
<b>Engineering Controls</b>	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn. Eye wash and safety shower must be available when handling this product
<b>Other Work Practices</b>	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.



# Safety Data Sheet

## 9. Physical and chemical properties

<b>Appearance</b>	Clear, pale yellow, or greenish Liquid
<b>Odor</b>	Pungent, chlorine odor
<b>Odor threshold</b>	0.9 mg/m <sup>3</sup>
<b>pH</b>	12 - 13
<b>Melting point / freezing point</b>	-3 °F (-19.4 °C)
<b>Initial boiling point and boiling range</b>	Decomposes above 230 °F (110 °C)
<b>Flash Point</b>	Nonflammable
<b>Evaporation rate (Ether = 1)</b>	Not Established
<b>Flammability (solid, gas)</b>	Not Applicable
<b>Upper/lower flammability or explosive limits</b>	<b>Lower Explosive Limit:</b> Not Measured <b>Upper Explosive Limit:</b> Not Measured
<b>Vapor pressure (mmHg)</b>	17.5 (@ 20° C)
<b>Vapor Density</b>	Not Established
<b>Specific Gravity</b>	1.20 - 1.40
<b>Solubility in Water</b>	Complete
<b>Partition coefficient n-octanol/water (Log Kow)</b>	Not Measured
<b>Auto-ignition temperature (°C)</b>	Not Measured
<b>Decomposition temperature</b>	Not Measured
<b>Viscosity (cSt)</b>	Not Measured
<b>VOC %</b>	Not Measured
<b>Other information</b>	No other relevant information.

## 10. Stability and reactivity

<b>Reactivity</b>	Hazardous Polymerization will not occur.
<b>Chemical stability</b>	Stable under normal circumstances.
<b>Possibility of hazardous reactions</b>	No data available.
<b>Conditions to avoid</b>	Contact with incompatible materials. Acid contact will produce chlorine gas.
<b>Incompatible materials</b>	Any acidic material, ammonia, urea, oxidizers, organics and metals such as nickel, copper, tin, aluminum and iron.
<b>Hazardous decomposition products</b>	No hazardous decomposition products are known.

## 11. Toxicological information

### Acute toxicity

<b>Ingredient</b>	<b>Oral LD50, mg/kg</b>	<b>Skin LD50, mg/kg</b>	<b>Inhalation Vapor LC50, mg/L/4hr</b>	<b>Inhalation Dust/Mist LC50, mg/L/4hr</b>	<b>Inhalation Gas LC50, ppm</b>
Sodium hypochlorite (7681-52-9)	5,000.00, Rat - Category: 5	10,000.00, Rabbit - Category: NA	10.50, Rat - Category: 4	No data available	No data available
Sodium chloride (7647-14-5)	1,350.00, Rabbit - Category: 4	100.00, Rat - Category: 2	40.00, Mouse - Category: NA	10,500.00, Rat - Category: NA	No data available
Sodium hydroxide (1310-73-2)	6,600.00, Mouse - Category: NA	1,350.00, Rabbit - Category: 4	600.00, Mouse - Category: NA	No data available	No data available



# Safety Data Sheet

## 11. Toxicological information

### Acute toxicity (cont.)

Item	Hazard
<b>Acute Toxicity (mouth)</b>	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea. Ingestion may produce burns to the lips, oral cavity, upper airway, esophagus and possibly the digestive tract.
<b>Acute Toxicity (skin)</b>	Harmful in contact with skin.
<b>Acute Toxicity (inhalation)</b>	Vapors and spray mist may irritate throat and respiratory system and cause coughing.
<b>Skin corrosion/irritation</b>	Causes severe skin burns and eye damage.
<b>Eye damage/irritation</b>	Causes serious eye damage.
<b>Sensitization (respiratory)</b>	No data available.
<b>Sensitization (skin)</b>	No data available.
<b>Germ toxicity</b>	No data available.
<b>Carcinogenicity</b>	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
<b>Reproductive Toxicity</b>	No data available.
<b>Specific target organ systemic toxicity (single exposure)</b>	May cause respiratory irritation.
<b>Specific target organ systemic Toxicity (repeated exposure)</b>	Not Applicable.
<b>Aspiration hazard</b>	Not classified; however droplets of product may be aspirated into lungs, through ingestion or vomiting and may cause serious chemical pneumonia.

## 12. Ecological information

**Toxicity:** Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

### Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Sodium hypochlorite (7681-52-9)	0.08, Pimephales promelas	0.032, Daphnia magna	0.40 (72 hr), Dunaliella primolecta
Sodium chloride (7647-14-5)	1,100.00, Freshwater Fish	3,310.00, Daphnia magna	Not Available
Sodium hydroxide (1310-73-2)	196.00, Poecilia reticulata	40.38, Ceriodaphnia dubia	Not Available

<b>Persistence and degradability:</b>	There is no data available on the preparation itself.
<b>Bioaccumulative potential:</b>	Not Measured
<b>Mobility in soil:</b>	No data available.
<b>Results of PBT and vPvB assessment:</b>	This product contains no PBT/vPvB chemicals.
<b>Other adverse effects:</b>	No other effects are expected.

## 13. Disposal considerations

<b>Waste treatment methods:</b>	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
<b>Waste from material:</b>	The waste determination should be made in discussion between the user and the waste disposal company.
<b>Container Management:</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

# Safety Data Sheet

## 14. Transport information

<b>UN number:</b>	UN1791
<b>UN proper shipping name:</b>	Hypochlorite solutions
<b>Transport hazard class(es)</b>	
<b>DOT (Domestic Surface Transportation)</b>	
<b>DOT Proper Shipping Name:</b>	Hypochlorite solutions
<b>DOT Hazard Class:</b>	8
<b>DOT Label:</b>	8
<b>UN / NA Number:</b>	UN1791
<b>DOT Packing Group:</b>	III
<b>CERCLA/DOT RQ:</b>	100 lbs.
<b>Environmental hazards:</b>	IMDG Marine Pollutant: Yes (Sodium hypochlorite)
<b>Special precautions for user:</b>	Not Applicable

## 15. Regulatory information

<b>Regulatory Overview:</b>	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
<b>WHMIS Classification</b>	D2B E	
<b>US EPA Tier II Hazards:</b>	<b>Fire:</b>	No
	<b>Sudden Release of Pressure:</b>	No
	<b>Reactive:</b>	No
	<b>Immediate (Acute):</b>	Yes
	<b>Delayed (Chronic):</b>	No
<b>SARA 302 Extremely Hazardous Substance:</b>		No
<b>SARA 311/312 Chemicals and RQs (lbs) (&gt;0.1%) :</b>		100
<b>SARA 313 (TRI):</b>		No
<b>CAA Section 112 Hazardous Air Pollutant:</b>		No
<b>CAA Section 112R Risk Management Plan:</b>		No
<b>State Regulations</b>	<b>N.J. RTK Substances (&gt;1%) :</b>	Listed
	<b>Penn RTK Substances (&gt;1%) :</b>	Listed
	<b>California Prop 65:</b>	Not Listed

## 16. Other information:

**EPA Registration Number:** 813-15

**NSF Maximum Use Level (STD 60):** Check BOL for facility Data. (37 to 84 mg/L)

**H314** Causes severe skin burns and eye damage.

**H290.** May be corrosive to metals

### Revision Information:

5/2019      Section 2: Health Hazard, Skin Corrosion – Subcategory added  
                  Section 3: Revised Sodium hydroxide concentration (EPA registration).

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2021

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 Marsh Wortham, a division of Marsh USA, Inc 2929 Allen Parkway Houston, TX 77019  www.marsh.com	CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951 E-MAIL ADDRESS:
INSURED DPC Industries, Inc. 620 West 10th Street Reserve LA 70084	INSURER(S) AFFORDING COVERAGE INSURER A : AIG Specialty Insurance Company 26883 INSURER B : Zurich American Insurance Company 16535 INSURER C : Zurich American Insurance Company of IL 27855 INSURER D : INSURER E : INSURER F :

## COVERAGES

CERTIFICATE NUMBER: 62728506

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 Retro Date 5/15/1986 <input checked="" type="checkbox"/> Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EG 14260719-03	5/1/2021	5/1/2022	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 \$
B	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 ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAP 0281372-04	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EGU 14260720-03 Follow Form	5/1/2021	5/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WC 0281374-04	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Bid # 50-00134807  
--See Attached Remarks Schedule--

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson Parish, its Districts, Departments,  
and Agencies under the direction of the Parish  
President and the Parish Council Jefferson Parish  
1221 Elmwood Pk. Blvd., Suite 803  
Harahan LA 70123

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

Marsh Wortham, a division of Marsh USA, Inc.

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ACORD 25 (2016/03)

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# **ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Marsh Wortham, a division of Marsh USA, Inc		<b>NAMED INSURED</b> DPC Industries, Inc. 620 West 10th Street Reserve LA 70084	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Jefferson Parish, its Districts, Departments, and Agencies under the direction of the Parish President and the Parish Council Jefferson Parish

**ADDRESS:** 1221 Elmwood Pk. Blvd., Suite 803 Harahan LA 70123

As Respects Excess Liability Policy

Per Form 105616 (11/13), Commercial Excess Follow Form

The word "insured" means any person or organization qualifying as such in underlying insurance.

As Respects Excess Liability Policy

Per Form 105616 (11/13), Commercial Excess Follow Form

Section VI - Conditions

J. Transfer of Rights of Recovery

1. If any insured has rights to recover all or part of any payment we have made under this Policy those rights are transferred to us. The insured must do nothing after loss to impair these rights and must help us to enforce them

2. Any recoveries will be applied as follows:

- Any person or organization, including the insured, that has paid an amount in excess of the applicable limits of insurance of this Policy will be reimbursed first;
- We then will be reimbursed up to amount we have paid; and
- Lastly, any person or organization, including the insured that has paid an amount over which this Policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

As pertains General Liability and Pollution Legal Liability: Per Form 103125 (05/14)

Coverage E-4. Transported Cargo

"We will pay those sums that the insured becomes legally obligated to pay as loss because of bodily injury, property damage or environmental damage resulting from pollution conditions caused by an occurrence during the transportation of cargo."





## Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0281372-04	5/1/2021	5/1/2022				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

- The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

- The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

### F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

### G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

### H. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

### I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



**J. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

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

### **SCHEDULE**

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

**Premium: \$ INCL**

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

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



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 0281374-04

5/1/2021

DPC Industries, Inc.

**WC 00 03 13**

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

ENDORSEMENT NO. 3

This endorsement, effective 12:01 AM, 5/1/2021

Forms a part of Policy No: 14260719-03

Issued to: DX Holding Company Inc

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

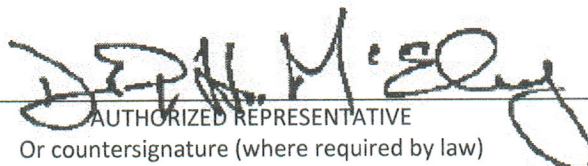
**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed that the following are added to **Item 1. Named Insured** of the Declarations:

300 Jackson Hill, Ltd.  
5245 Sunbelt, Ltd.  
Chemical Export Co., Inc.  
Cloverleaf Properties Limited  
DC International, Inc.  
Dixie Properties, Ltd.  
DPC Enterprises, Inc.  
DPC Enterprises, L.P.  
DPC Industries  
DPC Industries, Inc.  
DPC Industries, Limited Partnership dba DPC Industries  
Comp.  
DPC Ventures, Inc.  
DX Distributors, Inc.  
DX Partners, Limited Partnership  
DX Reality, Inc.  
DX Service Company, Inc.  
DX Terminals, Ltd.  
DX Transportation, Inc.  
DX Transportation, Ltd.  
DX Transportation, L.P.  
DX Ventures, Inc.

DX Ventures, Inc. Limited Partnership dba DX Systems  
Company  
DXT, Inc.  
RM Investments, Inc.  
White Road Properties Limited  
New DPC Enterprises, L.P.  
DX Oilfield Products, Inc.  
S. Reed Morian, but only with respect to liability arising out  
of his/her position as Chairman of the Board of DX Holding  
Sarah Morian, but only with respect to liability arising out of  
his/her position as stockholder to DX Holding  
DX Aviation  
DX Service Company, Inc. dba Morian Aviation  
DXI Industries, Inc.  
DX Investments  
DX Oilfield Products, LLC  
DX Services Company, Inc.  
Petra Chemical Company  
Petra Chemical Company LLC  
DCC, Inc.  
Petra Chemical Acquisition Company LLC d/b/a DCC, Inc.  
DCC Company

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

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
Or countersignature (where required by law)

94275 (3/07)  
CI3013

Page 1 of 1



## ENDORSEMENT

This endorsement, effective 5/1/2021 12:01 AM,

Forms a part of Policy No:14260719-03

Issued to:DX Holding Company Inc

By:AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COVERAGES A, B AND E ADDITIONAL INSURED – DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of **your work**; or
- B. In connection with your premises owned by or rented to you.

#### SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Blanket as required by written contract or written agreement

Trinity River Authority of Texas Central Region Waste Water Systems City of  
Lubbock  
City of Roseville City of  
Orlando City of Escondido  
Hoyer-Odfjell Thermal Sewer Bulk Transportation, Inc. Union  
Pacific Railroad Company  
Penske Truck Rental  
City of Grand Prairie, 326 W. Main Street, Grand Prairie, TX 75050 Ph: 972-237-8271  
City of Cedar Rapids, Purchasing Services Department, 101 1st Street SE, Cedar Rapids, IA 52401

Agreement # REQ #130090 – Liquid Chlorine Bulk  
City of Los Angeles  
Department of Water and Power  
P.O. Box 51111, Room 1114  
Los Angeles, CA 90051-0100

103366 (9/11)  
CI5034

PAGE 1 OF 2

**ENDORSEMENT**

**This endorsement, effective 5/1/2021 12:01 AM,**

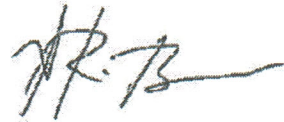
**Forms a part of Policy No:14260719-03**

**Issued to:DX Holding Company Inc**

**By:AIG Specialty Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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



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**AUTHORIZED REPRESENTATIVE**

or countersignature (in states where applicable)

103366 (9/11)  
CI5034

PAGE 2 OF 2



ENDORSEMENT NO. 11

This endorsement, effective 12:01 AM, 5/1/2021

Forms a part of Policy No: 14260719-03

Issued to: DX Holding Company Inc

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED VENDORS ENDORSEMENT – PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person(s) or Organization(s) (Vendor):**

Where required by written contract when such contract was signed and executed prior to the sale, distribution, handling or transfer of your product

**Your Products:**

All products sold, handled or distributed by the insured

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:
  - a. **Bodily injury, property damage, environmental damage, or emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in **your product** made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;

103388 (10/09)  
CI4401

PAGE 1 OF 2

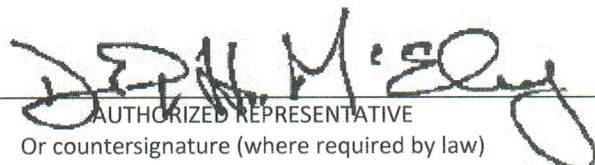
ENDORSEMENT NO. 11 CONTINUED

- g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or
- h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Sub-paragraphs d. or f. above; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.
2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.
3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph 4. **Other Insurance** is deleted in its entirety and replaced with the following:

**4. Other Insurance**

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

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

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
Or countersignature (where required by law)



## ENDORSEMENT

This endorsement, effective 5/1/2021 12:01 AM,

Forms a part of Policy No: 14260719-03

Issued to: DX Holding Company Inc

By: AIG Specialty Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**  
**AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

**SECTION IV – CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E 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 below.

### SCHEDULE

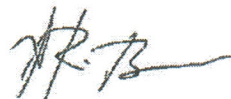
**Name of Person or Organization:**

Blanket where required by written contract or agreement

The Las Vegas Valley Water District, it's members and affiliated companies, successors and assigns, including their directors, officers and employees individually and collectively within the scope of their employment  
Agreement # REQ #130090 – Liquid Chlorine Bulk

City of Los Angeles  
Department of Water and Power  
P.O. Box 51111, Room 1114  
Los Angeles, CA 90051-0100

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



---

**AUTHORIZED REPRESENTATIVE**

or countersignature (in states where applicable)

94283 (3/07)  
CI3021

PAGE 1 OF 1