DATE:

6/23/2021

BID NO.: 50-00134807

Page: 6

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 esc	alation provision?		
	YES X NO		
	MAXIMUM ESCALATION PERCENTAGE	SE REQUESTED 10	_%
	INITIAL BID PRICES WILL REMAIN FIR	RM THROUGH THE DATE O	f12/08/2021
will be used to calculate th	arison of bids when an escalation provi- ted by the bidder to the period to which e total bid price. It will be assumed,for month throughout the entire contract.	it is applied in the bid. The comparison of prices only.	initial price and the escalation
DELIVERY: F	OB JEFFERSON PARISH		
INDICATE DELIVE	RY DATE ON EQUIPMENT AND SUI	PPLIES	Within 2 business days
LOUISIANA C	ONTRACTOR'S LICENSE	NO.: (if applicable)	
THIS SECTION MI	JST BE COMPLETED BY E	BIDDER:	
FIRM NAME: Com	mercial Chemical Products, Inc.	DBA Poolsure	
ADDRESS:1707 ]	Townhurst Drive		
CITY, STATE: Hou	ston, TX	ZIP: <u>77043</u>	
TELEPHONE: ( 800	) 858-7665	FAX: ( 800 )	909-3962
EMAIL ADDRESS: _	bids@poolsure.com		<u> </u>
acknowledge receipt	nda are issued with this bid, bidders MU of an addendum on the bid form by plac bid form will result in bid rejection.	IST acknowledge all addenc ing the addendum number	da on the bid form.Bidder must as indicated. Failure to acknowledge
Acknowledge Receipt	of Addenda: NUMBER:		
	NUMBER:		
	NUMBER:		
	NUMBER:		
TOTAL PRICE OF A AUTHORIZED SIGNATURE:	LL BID ITEMS: \$_\$4,134,000.00		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.

DATE: 6/23/2021

#### INVITATION TO BID FROM JEFFERSON PARISH - continued

Page 7

BID NO.: 50-00134807

**SEALED BID** 

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO YEAR CONTRACT FOR THE SUPPLY OF SODIUM HYPOCHLORITE SOLUTION (INDUSTRIAL STRENGTH) FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - SEWERAGE		
1	2,600,000.00	0 GL	0001 Sodium Hypochlorite Solution (Industrial Strength) per submitted specifications	\$1.59	\$4,134,000.00
í					

#### Non-Public Works Bid

#### **AFFIDAVIT**

STATE OF Texas	
PARISH/COUNTY OF _	Harris
BEFORE ME, the u	indersigned authority, personally came and appeared: Alan Falik
, (A	ffiant) who after being by me duly sworn, deposed and said that
	Commercial Chemical Products, Inc. of DBA Poolsure (Entity),
the party who submitted a b	oid in response to Bid Number 50-00134807, to the Parish of
Jefferson.	
Affiant further said:	
Campaign Contribution Dis	closures
(Choose A or B, if opti	on 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 <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section.

#### Debt Disclosures

## (Choose A <u>or</u> 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 <u>NO</u> 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.]

Page 2 of 3

Updated: 02.27.2014

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.

Alan Falik Printed Name of Affiant SWORN AND SUBSCRIBED TO BEFORE ME

ON THE \_7th \_\_ DAY OF \_July \_\_\_\_\_, 20\_21 .

Notary Public

Lori Wallace

Printed Name of Notary

11625878

Notary/Bar Roll Number

My commission expires 5/24/2022

State of Louisiana Secretary of State



### COMMERCIAL DIVISION 225,925,4704

Fax Numbers 225.932.5317 (Admin. Services) 225.932.5314 (Corporations) 225.932.5318 (UCC)

NameTypeCityStatusCOMMERCIAL CHEMICAL PRODUCTS, INC.Business Corporation (Non-Louisiana)HOUSTONActive

**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:** 4/13/2021

**Type:** Business Corporation (Non-Louisiana)

Registered Agent(s)

Address 1: C T CORPORATION SYSTEM 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, DirectorAddress 1:1707 TOWNHURST DR.City, State, Zip:HOUSTON, TX 770432810

Officer: BEBE FALIK

Title:Secretary/TreasurerAddress 1:1707 TOWNHURST DRCity, State, Zip:HOUSTON, TX 77043

### **Amendments on File (3)**

Description	Date
Revoked	6/15/2017
Reinstatement	7/31/2017
Appointing, Change, or Resign of Officer	4/27/2020

Print

## CORPORATE AUTHORIZATION RESOLUTION

I, <u>Bebe Falik</u>, the undersigned Secretary of <u>Aquasol Controllers</u>, <u>Inc. (the Parent Corporation of Commercial Chemical Products</u>, <u>Inc. DBA Poolsure and Aquasol Commercial Chemicals</u>, <u>Inc. DBA Poolsure</u>) (The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of <u>Texas</u> 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 <u>15th</u> day of <u>May</u>, <u>2014</u> 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 <u>Alan Falik</u>, <u>President</u> 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: and,

Resolved, that any and all transactions by and of the officers of representatives of the Corporation, in its name and for its account, 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 21st day of April, 2021.

Secretary-Treasurer

(Corporate Seal)

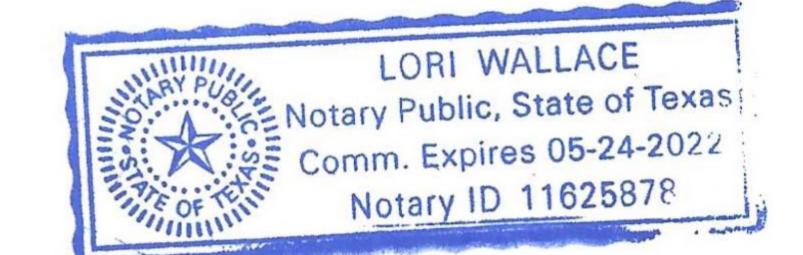
State of Texas

County of Harris

Personally appeared before me this <u>21st</u> day of <u>April</u>, 20<u>21</u>, <u>Bebe Falik</u>, the <u>Secretary</u> of <u>Aquasol Controllers</u>, Inc. (the Parent Corporation of Commercial Chemical Products, Inc. <u>DBA Poolsure</u> and <u>Aquasol Commercial Chemicals</u>, Inc. <u>DBA Poolsure</u>), and made oath that the above is a true copy from the records of the corporation.

Notary Public

My commission expires on: 5/24/2022



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.

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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 Symptoms/injuries after eye contact : Causes severe burns. May cause permanent damage if not treated properly.

Symptoms/injuries after ingestion

: Causes eye damage. May cause permanent damage if not treated properly.

: 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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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 polyeth

 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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#### Safety Data Sheet

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

Respiratory protection

: Wear suitable working clothes.

: 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

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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

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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) DOT : Transport in Bulk according to Annex of MARPOL 73/78 and the IBC

Special Provisions (49 CFR 172.102) DOT : None Packaging Exceptions (49 CFR 173.xxx) : 154

Reportable Quantity (RQ) : 100 pounds (45.4 kg) or 100 gallons (based on 10% active ingredient)

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Safety Data Sheet

#### **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 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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Safety Data Sheet





Rev: 09/29/2020

#### 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

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2021

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	CONTACT Shari Rose				
Incoroup Inc	PHONE (A/C, No, Ext):	(713) 350-6370	FAX (A/C, No): (713) 2	234-6752	
Insgroup, Inc. 5151 San Felipe, 24th Floor	E-MAIL ADDRESS:	srose@insgroup.net			
Houston, Texas 77056		INSURER(S) AFFORDING COVERAG	NAIC #		
	INSURER A:	AIG Specialty Ins C	26883		
INSURED	INSURER B:	National Union Fire Insura	19445		
Commercial Chemical Products, Inc. dba Poolsure 1707 Townhurst Drive	INSURER C:				
Houston TX 77043-2810	INSURER D:				
	INSURER E :				
	INSURER F:				
COVER A CEC		DEVICION N	IMPED.		

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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
^		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	25,000
					11992507	3/1/2021	3/1/2022	PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
В	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS			CA 378-66-20	3/1/2021	3/1/2022	BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS			OA 370-00 20			PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
	Х	EXCESS LIAB CLAIMS-MADE			12058953	3/1/2021	3/1/2022	AGGREGATE	\$	5,000,000
		DED RETENTION \$							\$	
В		RKERS COMPENSATION DEMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A			3/1/2021	3/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	ndatory in NH)	,,.		WC 012-01-6109	0/1/2021	3/1/2022	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						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: Jefferson Parish

POLICY PROVISIONS ATTACHED

RE: RESOLUTION NO. 113646

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

CERTIFICATE HOLDER C	CANCELLATION
----------------------	--------------

The Parish of Jefferson its Districts, Departments, and Agencies under the direction of the Parish President and the Parish Council Jefferson Parish Department of Sewerage 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

Philip Wise / KM04

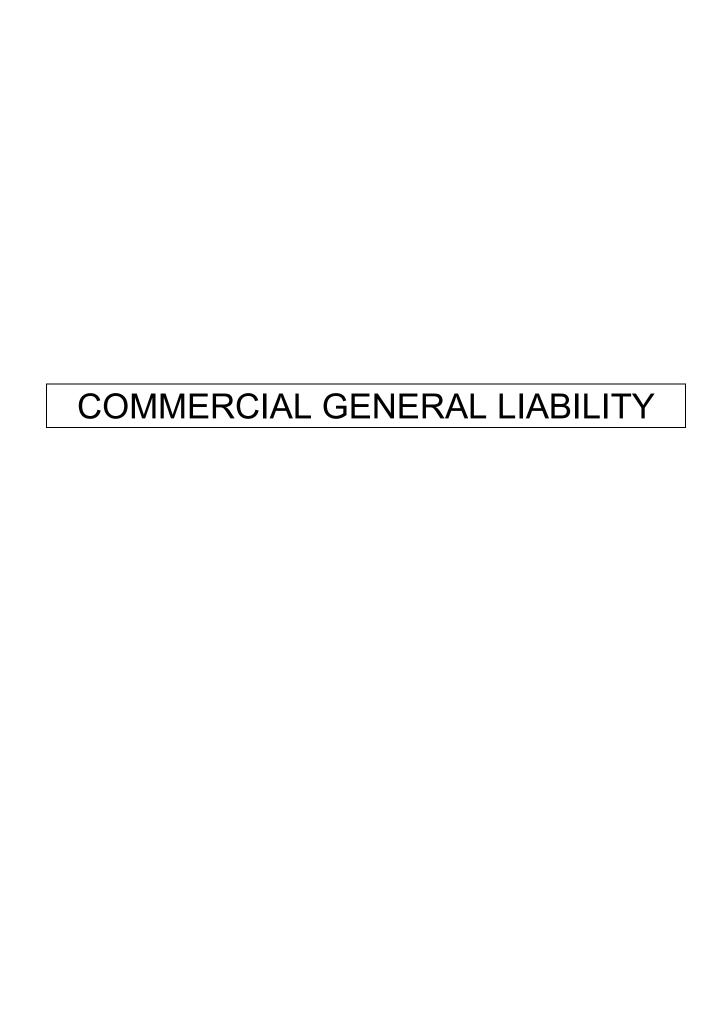
Misu

#### 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:

- Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy.
- 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.
- 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.
- 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: Blanket Assignment of Additional Insured when required by written contract per the terms, conditions, & exclusions of the policy. Blanket Assignment of Waiver of Subrogation in favor of the additional insured when required by written contract per the terms, conditions & exclusions of the Blanket Assignment of Primary Insurance for Additional Insured when required by written contract per the terms, conditions & exclusions of the policy. 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: 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. 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. 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. EXCESS LIABILITY is follow form of the following underlying policies: Commercial General Liability Auto Liability Employers Liability



#### **ENDORSEMENT NO. 10**

Forms a part of Policy No: EG 11992507

By: AIG SPECIALTY INSURANCE COMPANY

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

### ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT OWNERS, LESSEES OR CONTRACTORS - YOUR WORK

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY POLICY

#### **SCHEDULE**

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

BLANKET AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

#### Location(s) of Covered Operation(s):

ALL LOCATIONS AND PROJECTS OF THE NAMED INSURED

- I. Solely as respects COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE E ADDITIONAL POLLUTION LEGAL LIABILITY, 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, personal and advertising injury, or environmental damage arising out of your work for the additional insured(s) by or for you at the location(s) designated above.
- II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.

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

**AUTHORIZED REPRESENTATIVE** or countersignature (in states where applicable)

PAGE 1 OF 1

#### **ENDORSEMENT NO. 13**

Forms a part of Policy No: EG 11992507

By: AIG SPECIALTY INSURANCE COMPANY

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

#### <u>ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY</u>

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):
BLANKET AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

#### **Your Products:**

ALL PRODUCTS AND PROJECTS OF THE NAMED 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;

103388 (10/09) CI4401

#### **ENDORSEMENT NO.** 13 (Continued)

- 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;
- 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.
- 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 (in states where applicable)

#### **ENDORSEMENT NO. 14**

Forms a part of Policy No: EG 11992507

By: AIG SPECIALTY INSURANCE COMPANY

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

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY 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 agree to waive this right of recovery against any entity to the extent that you had, prior to a **claim** or **occurrence**, a written agreement to waive such right.

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

**AUTHORIZED REPRESENTATIVE** 

or countersignature (in states where applicable)

#### **ENDORSEMENT NO. 11**

Forms a part of Policy No.: EG 11992507

By: AIG SPECIALTY INSURANCE COMPANY

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

### LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

It is hereby agreed that the following is added to SECTION IV - CONDITIONS:

In the event that we cancel 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. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity; and
- 3. we received this information after you received notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our 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.

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

**AUTHORIZED REPRESENTATIVE** or countersignature (in states where applicable)

109821(9/11) CI5040 PAGE 1 OF 1

- **39.** Suit means a civil proceeding in which damages because of **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** to which this insurance applies are alleged. **Suit** includes:
  - a. An arbitration proceeding in which such damages or **clean-up costs** are claimed and to which the insured must submit or does submit with our consent; or
  - **b.** Any other alternative dispute resolution proceeding in which such damages or **clean-up costs** are claimed and to which the insured submits with our consent.
- **40. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- **41. Transportation** means the movement of **cargo**, beyond the boundaries of premises owned, rented, leased or occupied by you, by a **conveyance** while in due course of transit from the time of movement from its point of origin until its delivery to its final destination, including **loading or unloading** onto or from the **conveyance**. **Transportation** does not include **cargo** off-loaded from the conveyance, or **cargo** in or on a **conveyance** at rest for a period longer than seven (7) days prior to reaching its final destination.
- 42. **Underground Storage Tank** means any tank that has at least ten (10) percent of its volume below ground in existence at the inception date of the policy, or installed thereafter including associated underground piping connected to the tank.
- **43. Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

#### 44. Your product means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- **b.** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

#### Your product includes:

- **a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- **b.** The providing of or failure to provide warnings or instructions.

#### 45. Your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

#### Your work includes:

**a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

b	. Th	e pro	viding	of or fa	ailure	to pro	vide w	arnings	or in	structi	ons.						
The	remai	nder	of this	s page	e has	been	intent	ionally	left	blank	. Policy	Signature	Page	shall	imme	diately	follow.
1031	24 (0	5/14)							Page	46 of	46						



#### **ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2021

forms a part of

Policy No. CA 378-66-20

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. 03/01/2021 forms a part of

policy No. CA 378-66-20

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. 03/01/2021

forms a part of

policy No. CA 378-66-20

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

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. 03/01/2021

forms a part of

Policy No. CA 378-66-20

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;
- 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
- 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 <u>30</u> 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 03/01/2021

forms a part of Policy No. WC

012-01-6109

#### 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 03/01/2021

forms a part of Policy No. WC

012-01-6109

#### 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.

Sc	hed	u	e

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
- Premium:

The premium charge for this endorsement shall be  $\underline{2.0}$  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

Countersigned by \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

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

**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 03/01/2021

forms a part of Policy No. WC

012-01-6109

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 <u>30</u> 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**