HARFORD COUNTY PRICE AGREEMENT

BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

AGREEMENT NO. 25-004

THIS AGREEMENT made and entered into this <u>19th</u> day of <u>August</u> 2024, by and between HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter referred to as "County" and KEMIRA WATER SOLUTIONS, INC., 4321 W. Sixth Street, Lawrence, Kansas 66049, hereinafter referred to as "Contractor".

WITNESSETH:

SECTION I: SCOPE

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide the bulk chemical(s) as indicated below (hereinafter collectively "Chemicals") for water and wastewater treatment on an as-required basis during the term of this Agreement in accordance with the provisions of Invitation for Bids No. 25-004, Addendum No. 1 dated May 9, 2024, Addendum No. 2 dated May 9, 2024, and the Contractor's bid dated May 17, 2024 (attached as Exhibit 1) ("Bid"), all of which are incorporated herein as if set forth in full.

ITEM/CHEMICAL

UNIT PRICE

HC-4	Ferric Chloride - 27%-42% - Bulk tanker	\$431.36/wet ton
HC-5	Ferric Sulfate - 13% Fe – tanker	\$2,297.00/dry ton

SECTION II: TERM

A. The term of this Agreement ("Term") shall commence on July 1, 2024, and continue for one (1) year, with the County having the exclusive option of extending the Agreement for five (5) additional one (1) year periods under the same terms, conditions, and prices. The option to extend shall be exercised in writing no fewer than thirty (30) days prior to the expiration of the current Term.

B. ECONOMIC PRICE ADJUSTMENT: All prices offered herein shall be fixed for the first year of the contract. It shall be the Contractor's responsibility to notify the agency sixty (60) days in advance of the expiration of the current contract term of any request for a unit price increase. The Contractor shall submit a written request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes they have incurred. Increases shall be limited to the actual cost increase to the Contractor during the contract term. Adjustments in price will be limited to one (1) adjustment per contract year. If the price increase is approved, the price will remain firm for the renewal term requested. The agency reserves the right to accept, negotiate, or reject the request for a price increase within thirty (30) days after the written request is submitted.

SECTION III: TYPE OF AGREEMENT

A. This is one of multiple Price Agreements entered into by the County under Agreement No. 25-004 under which the County may during the term of the agreements obtain its normal requirements for bulk chemicals from the selected contractors and each contractor shall provide bulk chemicals which the County requires in its operation.

B. Should an emergency arise for bulk chemicals which none of the selected contractors cannot supply, the County reserves the right to contract said services from other sources to meet these emergency needs without prejudice to the Agreement.

SECTION IV: QUANTITIES

Actual requirements are unknown at this time and may be more or less than the quantities estimated in the Invitation for Bids, if such estimates are provided. Any quantities ordered by the County during the Term shall be billed at the unit prices set forth in the Agreement. The County also reserves the right not to order any quantities if it is found that such services/goods are not required during the Term. Quantities stated in the Invitation for Bids are estimates and are not guaranteed amounts.

SECTION V: AGREEMENT SUM

The amount to be paid for the performance of all services required under this Agreement shall not exceed the total agreement sum of Five Million Dollars and No Cents (\$5,000,000.00) per year for all contractors providing bulk chemicals to the County under Agreement No. 25-004.

SECTION VI: PAYMENTS

The County agrees to pay the Contractor, as consideration for the full and faithful performance of this Agreement, at unit prices set forth in the Bid for goods or services ordered and received by the County. The Contractor shall invoice the County monthly for quantities provided. Payment to the Contractor shall be within thirty (30) days after receipt and acceptance of invoices covering goods or services provided during the month.

SECTION VII: WARRANTIES

A. Title of goods conveyed to the County shall be good and its transfer rightful.

B. The goods shall be delivered free from any security interest or other lien or encumbrance.

C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

SECTION VIII: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for or on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for or on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION IX: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION X: TERMINATIONS

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any profits that have not been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently refuses or fails to perform the work indicated in this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then the County Director of Procurement or his/her designee, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days' written notice, terminate the Agreement of the Contractor. All monies due the Contractor or becoming due hereunder at the time of termination for cause shall be forfeited.

SECTION XI: WRITTEN NOTICES

Any notices and correspondence hereunder shall be in writing and shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile:

Any notice required by this Agreement is to be sent to the Contractor at:

Kemira Water Solutions, Inc. 4321 W. Sixth Street Lawrence, Kansas 66049 Attn: Christina Imbrogno Kwsna.bids@kemira.com

Any notice required by this Agreement is to be sent to the County at:

Harford County, Maryland Department of Procurement 220 South Main Street Bel Air, Maryland 21014 Attn: Karen D. Myers NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA Director, Department of Procurement kcwolcott@harfordcountymd.gov

All invoices are to be sent to the user department at the following address:

Harford County, Maryland Department of Public Works Division of Water and Sewer 1212 Chelsea Road Perryman, Maryland 21130 Attn: Christine Warfield <u>cewarfield@harfordcountymd.gov</u>

SECTION XII: CHANGES

No modification shall be made to this Agreement without the express authorization of the Harford County Director of Procurement and, where necessary, the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XIII: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

This Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

SECTION XIV: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions, as amended, of this Contract and the design documents and any document referenced therein or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent. No terms contained in a proposal or purchase order submitted by Contractor relating to payment, termination or modification of this Contract, indemnification, claims, damages, disputes or governing law shall be effective unless agreed to by the parties in a change order executed pursuant to Section XII.

SECTION XV: INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the County, its directors, officers, agents, servants and employees, from any and all suits, actions, damages or costs, of every nature and description to which the County may be subjected or put by reason of injury to persons or property as a result of the work performed hereunder by the Contractor, if caused by an intentional act of the Contractor, his servants or his agents, or by the negligence or carelessness of the Contractor, his servants or his agents.

SECTION XVI: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <u>https://procurement.maryland.gov</u> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

SECTION XVII: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts which shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same Agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

SECTION XVIII: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

WITNESS/ATTEST:

Jayla Walker

BY:

KEMIRA WATER SOLUTIONS, INC.

Signature

Christika (wbwgw, Commercial Support Manager

HARFORD COUNTY, MARYLAND

karen Myers BY: Karen D. Mvers DS NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA kω Director, Department of Procurement DS MS

DocuSigned by:

	Approved for form and legal sufficiency.	Approved for financial sufficiency.
	signed by: Margaret Hartka	Docusigned by: Robert Sandlass
—ds SR	Margaret Hartka Deputy County Attorney	Robert F. Sandlass, Jr. Treasurer
	Reviewed and Concur.	
	Joseph Siemek	

-Initial Joseph J. Siemek, P.E. $\int D$ Director, Department of Public Works

Approved by the Board of Estimates on the 18th day of June 2024.

This Agreement was fully executed on the <u>19th</u> day of <u>August</u> 2024.

ENTITY NAME:

SUBMIT ONE (1) ORIGINAL SET OF BID FORMS

BID FORM

BID NO. 25-004

Bulk Chemicals

TO: Department of Procurement Keith Wolcott Harford County, Maryland 220 South Main Street Bel Air, Maryland 21014

From: Kemira Water Solutions, Inc.

4321 W. 6th St. Lawrence, KS 66049

Basis of Award:

- Contract award may be based on the lowest responsive and responsible bidder. In addition to price, consideration may be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.
- 2. All bidders **must be** prequalified in all areas specified if applicable.

3. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340.

Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

*" a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

- 4. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.
- 5. Award may be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.
- 6. Bid Checklist Failure to meet requirements A-E below, will result in your bid being rejected as nonresponsive:

Α.	We are in good standing with State and Local Governments.	Yes No
	Dept. ID as recorded by Maryland Dept. of Assessments and Taxation:	+ 0707 Lage

B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes No N/A

Date of Certificate Expiration: NA

- Yes__No__N/A C. We are submitting the Bid Bond (If Applicable).
- D. We are submitting one (1) Original Bid Form.

ENTITY NAME:

E. We acknowledge it is the bidder's responsibility to check the Harford County Bid Board for any and all addenda. We have completed the Addendum Acknowledgement table below, and we further understand that failure to complete this section may cause our submittal to be deemed non-responsive.

	1		
Van	No		
Yes v	INO	N/A	
			_

Addendum Acknowledgement				
Addendum No.	Date of Addendum			
1	5/9/24			
2	5/9/24			

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

Acknowledgement/Initials

Kemira Water Solutions, Inc.

ENTITY NAME:_____

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

Carroll County, Maryland

Bid Item	Chemical	Container/ Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
CC-1	Sodium Hydroxide 50% aka caustic soda	Bulk	3,499 gallons	Gallon	Cappij		NO BID
CC-2	Sulfuric Acid	2,600lb tote	20,800lbs	Pound		-	NO BID
CC-3	Citric Acid CMD 150	3,400lb tote	7,800lbs	Pound		-	NO BID
CC-4	Sodium Hypochlorite	Bulk	14,416 gallons	Gallon			NO BID
CC-5	Poly Orthophosphate (P722)	275 gallon tote	4 totes	Tote		-	NO BID
CC-6	Sodium Bisulfite 30-40%	Bulk	10,800lbs	Pound			NO BID
CC-7	Hydrofluorosilicic Acid 23-25%	Bulk	9,200lbs	Pound		-	NO BID
CC-8	Potassium Permanganate- Calrox	150kg Drum	660lbs	Pound		-	NO BID
CC-9	Solar Salt	50lb bag	1,470 bags	Bag			NO BID
CC-10	Delpac XG	Bulk	5,000 gallons	Bulk – not by tote			NO BID

ENTITY NAME:_____Kemira Water Solutions, Inc.

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

City of Havre de Grace

Bid Item	Chemical	Container/Delivery Type	Estimated Frequency	Unit of Measure	Source of Supply	Unit Price	Total Price
			9 cylinders) (NOBI
HG-1	Liquid Chlorine	150 lb. cylinder	12/year				\$
	Poly-Aluminum					~	
	Chloride (DelPac						NO BID
HG-2	2020)	1000 gallons	12/year				\$
			2 pallets				NOBI
HG-3	Activated Carbon	50 lb bags	2/year				\$
	Poly-Ortho		2 totes				NOBI
HG-4	Phosphate	550 gallons	1/year			-	\$
	Liquid Sodium						NO BID
HG-5	Fluoride	500 gallons	1/year			1	\$
HG-6	Caustic 50%	750 gallons	4/year			-	\$ NO BID
	Polyaluminum				Kemina-		
	Chloride (DelPac					2.20	1000 1000 1000
HG-7	1525)	4000 gallons	4/year	gallon	BALTIMAN	3.20	\$ 51,200.0
HG-8	Caustic 25%	4000 gallons	4/year	0		-	\$ NO BIL
HG-9	Micro - C	3000 gallons	1/year			(\$ NO BIL
			1 pallet per				NO BID
HG-10	Lime	50 lb. bag	year				\$
HG-11	Hypochlorite	4000 gallons	2/year				\$ NO BD

ENTITY NAME:_____Kemira Water Solutions, Inc.

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

Harford County, Maryland

Bid Item	Chemical	Container/ Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
HC-1	Caustic Soda (25%)	Mini-Bulk	2,000	Gallons			NO BID
HC-2	Caustic Soda (25%)	Bulk	1,200	Wet Tons			NORD
HC-3	Chlorine (100%)	2000 lb. Cylinders	100	Wet Tons			NO BID NO BID
HC-4	Ferric Chloride (37% - 42%)	Bulk Tanker	1,600	Wet Tons	Kemina- Baltikure	431,46	690,336.D
HC-5	Ferric Sulfate (13% Fe)	Tanker	635	Dry Tons	Kemina- Baltinure	2297.00per	1,458,595.00
HC-6	Hydrofluorosilicic Acid (21% - 23%)	55 gallon Drums	18	Wet Tons		tonofinai	NO BID
HC-7	Hydrofluorosilicic Acid (21% - 23%)	Bulk Tanker	50	Wet Tons			NO BID
HC-8	Liquid Alum (49.5%)	Mini-Bulk	13	Wet Tons			NO BID
HC-9	Methanol	Mini-Bulk	8,400	Gallons			NO BID
HC-10	Methanol	Bulk	190,000	Gallons		-	NO BID
HC-11	Phosphoric Acid (75%)	55 gallon Drums	22	Wet Tons		5	NO BID
HC-12	Polymer P1 - Thickening WAS	Bulk Tanker	450	Wet Tons		_	NO BID
HC-13	Polymer P2 - Dewatering	Bulk Tanker	322,000	Pounds			NO BID
HC-14	Polymer P3 - Coagulant Aid	55 lb Bags	2	Dry Tons			NO BID
HC-15	Polymer P4 - Filtering Aid	55 gallon Drums	5	Wet Tons			NO BID
HC-16	Polymer P10 - Settling Aid	55 lb. Bags	1	Dry Tons			NO BID
HC-17	Potassium Permanganate	330 lb. Drums	7,000	Pounds			NO BID
HC-18	Powdered Activated Carbon	1000 lb. Sacks	14	Dry Tons			NO BID
HC-19	Soda Ash Dense (58% Active)	50 lb. Bags	30	Dry Tons			NO BID
HC-20	Soda Ash Dense (58% Active)	Bulk Tanker	1,237	Dry Tons		-	NO BID

ENTITY NAME:

Kemira Water Solutions, Inc.

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

Harford County, Maryland (continued)

Bid Item	Chemical	Container/ Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
HC-21	Sodium Bisulfite	55 gallon Drums	5	Wet Tons			NO BID
HC-22	Sodium Hypochlorite (12%)	55 gallon Drums	2,060	Gallons			NO BID
HC-23	Sodium Hypochlorite (12%)	400 gallon Mini-Bulk	3,450	Gallons		_	NO BID
HC-24	Sodium Hypochlorite (12%)	1000 gallon Mini-Bulk	12,625	Gallons		_	NO BID
HC-25	Sodium Hypochlorite (12%)	Bulk Tanker	425	Wet Tons		_	NOBID
HC-26	Sodium Silicofluoride	50 lb. Bags	1	Dry Tons		5	NO BID
HC-27	Sulfur Dioxide (100%)	2000 lb. Cylinders	75	Wet Tons			NO BID

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: _____% net ____3

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply.

Carroll County does not offer a price discount.

This bidder, in compliance with the above-captioned Invitation for Bids has examined the plans, specifications and related documents, and the site of the proposed work (as applicable), is familiar with all the conditions surrounding the proposed project including materials, supplies and services to complete the project in accordance with the contract documents.

Bidder agrees to perform all work described in this Invitation for Bids, for the prices set forth on the Bid Form.

Within 10 days after receiving notice of acceptance of this bid, Bidder will execute the formal contract and deliver it to the Harford County Department of Procurement, with the bonds (if applicable) as required by the General Instructions.

The Bid Deposit attached (if applicable) in the sum of five percent (5%) of the total bid amount becomes the property of the County in the event the contract and bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional expense to the County caused thereby.

EXHIBIT 1 Kemira Water SoluRage,9196.17

ENTITY NAME:

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) <u>Commercial Support Manager</u> and the duly authorized representative of (name of business) <u>Kemira Water Solutions, Inc.</u> and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from gualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

None

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

None

ENTITY NAME:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

None

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the

ENTITY NAME:

aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one)

Maryland (domestic) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: The Corporation Trust Incorporated Address: 2405 york Road, Ste. 201 Lutherville Timonium, MD 21093-2244

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Benge, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewook, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

ENTITY NAME:

COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK L.

I FURTHER AFFIRM THAT:

I will warrant and, if requested, shall certify in writing that neither the above business nor any subcontractor or supplier thereto shall employ an illegal alien or any individual for this project while knowing the illegal alien or individual is not authorized to work within the United States of America or otherwise fail to comply with all requirements of the federal immigration and naturalization laws, including verification and record keeping requirements.

Μ. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 5/17/24 By

(Authorized Representative and Affiant)

59.3657872

Federal Employer Identification Number (FEIN):

ENTITY NAME:

and the second second

The undersigned acknowledges they have read the Invitation for Bids and all addenda including those posted on the County's website and herby submits the above Bid.

BID SUBMITTED BY:

Komiro Materia

Remina Water Solutions, Inc.	(785)842-7424
ENTITY NAME	TELEPHONE NUMBER
(Must be entity name as registered with Maryland State Department of Assessments & Taxation) Christina M. Imbrogno	(785) 842-26 29
REPRESENTATIVE & TITLE (TYPE OR PRINT)	FAX NUMBER
Chuh	Kwsna.bids@kemira.com
REPRESENTATIVE & TITLE (SIGNATURE) 4321 W. 6th St. Lawrence, KS 66049	E-MAIL ADDRESS
	NIA
ADDRESS	MD. CONTRACTOR'S LICENSE N
5/17/24	NA
DATE	DATE AND PLACE OF ISSUE

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name	Address
Name	Address

NO.

EXHIBIT 1 Page 16 of 17

的后,这个时间都是能到了

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CUT AND ATTACH THE BELOW LABEL TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE OR CARTON

Return Add	ress:
	BID ENCLOSED
BID NO.:	
DUE DATE	:
TO:	HARFORD COUNTY, MARYLAND DEPARTMENT OF PROCUREMENT 220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
07/05/2024

ACORD®	CI	ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E		(MM/DD/YYYY) /05/2024
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 certifica If SUBROGATION IS WAIVE this certificate does not cont	te holder i D, subject	s an to th	ADD ne ter	ITIONAL INSURED, the point may and conditions of the	e polic	cy, certain po	olicies may			
PRODUCER	er rights t	o the	cent	ficate holder in fieu of st	CONTA	CT WTW Cont		ter		
Willis Towers Watson Southea	ast, Inc.					o, Ext): 1-877			1_999	-467-2378
c/o 26 Century Blvd						<u>o,Ext): - 077</u> SS: Certifi			1 000	107 2370
P.O. Box 305191 Nashville, TN 372305191 U	JSA				ADDRE					NAIC #
								re Insurance Company	y	23035
INSURED								surance Company		27960
Kemira Water Solutions, Inc. 4321 W. 6th Street					INSURE					
Lawrence, KS 66049					INSURE	ER D :				
					INSURE	ER E :				
					INSURE	ERF:				
COVERAGES				NUMBER: W34250045				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THI INDICATED. NOTWITHSTANDI CERTIFICATE MAY BE ISSUED EXCLUSIONS AND CONDITIONS	NG ANY RE OR MAY	equif Pert	REMEN	NT, TERM OR CONDITION	of an' Ed by	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH RESPE	ст то	WHICH THIS
INSR LTR TYPE OF INSURANCE			SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
COMMERCIAL GENERAL LIA								EACH OCCURRENCE	\$	5,000,000
	CCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
A X Blanket Additional 1		Y	Y					MED EXP (Any one person)	\$	5,000
Blanket Waiver of Su	ubrogation	-	-	TB2-651-289679-01	4	06/01/2024	06/01/2025	PERSONAL & ADV INJURY	\$	5,000,000
								GENERAL AGGREGATE	\$	5,000,000
X POLICY PRO- JECT	LOC							PRODUCTS - COMP/OP AGG EBL AGGREGATE	\$ \$	5,000,000
OTHER: AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT	э \$	1,000,000
ANY AUTO								(Ea accident) BODILY INJURY (Per person)	\$	
OWNED SCHE	EDULED							BODILY INJURY (Per accident)		
	OWNED							PROPERTY DAMAGE	\$	
AUTOS ONLY AUTO	OS ONLY							(Per accident)	\$	
	CCUR							EACH OCCURRENCE	\$	2,000,000
	LAIMS-MADE			TL2-651-289679-03	4	06/01/2024	06/01/2025	AGGREGATE	\$	2,000,000
DED RETENTION \$		1							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECU OFFICER/MEMBER EXCLUDED?		N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS be	low							E.L. DISEASE - POLICY LIMIT	\$	
A Commercial Property			Y	YU2-691-456858-03	4	06/01/2024	06/01/2025	Limit	See B	elow
DESCRIPTION OF OPERATIONS / LOCAT	IONS / VEHICI	ES (A	COPD	101. Additional Remarks School	le, may h	e attached if more	e space is require	 he		
This Voids and Replaces		•						•		ſ
_										
Agreement No. 25-004; Bu	lk Chemi	cals	for	Water and Wastewat	er Tro	eatment				
Commercial Property Cove	rage .									
SEE ATTACHED	Luge .									
CERTIFICATE HOLDER					CAN	CELLATION				
					THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
					L					
Harford County, Maryland					AUTHO	RIZED REPRESE	NTATIVE			
220 South Main Street						V~	K			
Bel Air, MD 21014									A 11	
		T	ha **	COPD name and logo at	o ro -!			ORD CORPORATION.	All rig	nts reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:

LOC #:

AGENCY		NAMED INSURED Kemira Water Solutions, Inc.	
Willis Towers Watson Southeast	t, Inc.	4321 W. 6th Street	
POLICY NUMBER		Lawrence, KS 66049	
See Page 1			
CARRIER See Page 1	NAIC COD		
	See Fay	EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS			
	M IS A SCHEDULE TO ACORD FOR		
FORM NUMBER: FOR	M TITLE: Certificate of Liabili	ty Insurance	
Equipment Breakdown Coverage Damage to covered object(s) Extra Expense - \$6,026,500	e: and los of business income -	\$72,318,000	
		ficials, related entities and empl lution Coverage, Umbrella / Excess	
		Liability and Excess Auto coverag or which may be purchased by Additi	
Waiver of Subrogation applie	es in favor of Additional Ins	sureds with respects to General Lia	bility.
Waiver of Subrogation applie as required by written contr		sureds with respects to Property Co	verage and Pollution Coverag
General Liability includes (Ongoing and Completed Operati	ons.	
General Liability includes 2	XCU (Explosion, Collapse and	Underground).	
Umbrella / Excess Follows H	Form.		
INSURER AFFORDING COVERAGE: POLICY NUMBER: PPLG46657810	Illinois Union Insurance Com 002 EFF DATE: 06/01/2024		NAIC#: 27960
ADDITIONAL INSURED: Y SUBROGATION WAIVED: Y			
TYPE OF INSURANCE: POLLUTION	LIMIT DESCRIPTION: Each Incident Aggregate	LIMIT AMOUNT: \$5,000,000 \$5,000,000	
INSURER AFFORDING COVERAGE: POLICY NUMBER: TL2-651-2896	Liberty Mutual Fire Insuranc 79-034 EFF DATE: 06/01/20		NAIC#: 23035
TYPE OF INSURANCE: Excess Auto Liability	LIMIT DESCRIPTION: Each Occurrence Aggregate	LIMIT AMOUNT: \$1,000,000 \$1,000,000	

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - **1.** Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy.

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

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - **1.** Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

City of San Diego

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - **1.** Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

United States Steel Corporation and its affiliates, including all units, divisions and subsidiaries.

- **1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - **1.** Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

AK Steel

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

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

However:

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

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

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence", that such person or organization be added as an additional insured to your policy. **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence".

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

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence", that such person or organization be added as an additional insured to your policy.

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - **2.** In connection with your premises owned by or rented to you.

However:

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

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

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number TB2-651-289679-014 Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART MOTOR CARRIER COVERAGE PART GARAGE COVERAGE PART TRUCKERS COVERAGE PART EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company	Per schedule on file with the company	30

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

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

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

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

WAIVER OF SUBROGATION (By Contract) ENDORSEMENT

Named Insured Endorsement Number KEMIRA WATER SOLUTIONS, INC. 14							
Policy Symbol PPL	Policy Number G46657810 002	Policy Period 06/01/2024 to 06/01/2025	Effective Date of Endorsement 06/01/2024				
	of Insurance Company) on Insurance Company						

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX.**, **GENERAL CONDITIONS**, Subsection **E.**, **Subrogation**, of this Policy is hereby amended by addition of the following:

Notwithstanding the foregoing, the Insurer hereby waives its rights to subrogate against all counterparties of a "named insured" where such waiver is required by written contract executed between a "named insured" and such counterparty prior to the relevant "claim" or discovery of a "pollution condition" or "indoor environmental condition" to which this insurance applies.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Ą		ER	ΓIF	ICATE OF LIAI	BILI		URANC	E 6/1/2025		мм/dd/үүүү) 3/2024	
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.											
lf	IPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to th	e ter	ms and conditions of th	e polic	y, certain po	olicies may r				
	DUCER Lockton Companies				CONTA NAME:		/				
	444 W. 47th Street, Suite 900 PHONE (A/C, No, Ext): (A/C, No):										
Kansas City MO 64112-1906 (816) 960-9000											
	kcasu@lockton.com						. /	DING COVERAGE		NAIC #	
NCU	RED							e Ins Co Pitts. PA		19445	
INSU 1459	0370 KEMIRA WATER SOLUTIONS	S, IN	C.					of the State of PA		19429	
	200 GALLERIA PARKWAY SUITE 1500							surance Company sualty Company of Am	erica	<u>23841</u> 25674	
	ATLANTA GA 30339				INSURE		, riopenty eu	suary company of the	erreu	23074	
				·	INSURE						
CO	VERAGES CER	TIFIC	CATE	NUMBER: 20696093				REVISION NUMBER:	XX	XXXXX	
IN Ce	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)	LIN	птя		
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE				EACH OCCURRENCE	\$ XX	XXXXX	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ XX	XXXXX	
								MED EXP (Any one person)		XXXXX	
								PERSONAL & ADV INJURY		XXXXX	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		XXXXX	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGO	\$	XXXXX	
Α		Y	Ν	CA3493648		6/1/2024	6/1/2025	(Ea accident)		00,000	
	X ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person) BODILY INJURY (Per accider		XXXXX	
	AUTOS ONLY AUTOS							PROPERTY DAMAGE		XXXXX XXXXX	
	AUTOS ONLY AUTOS ONLY X COMP/COLL DED - \$1,000							(Per accident)		XXXXX	
	UMBRELLA LIAB OCCUR			NOT APPLICABLE				EACH OCCURRENCE		XXXXX	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		XXXXX	
	DED RETENTION \$								\$ XX	XXXXX	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC014220478		6/1/2024	6/1/2025	X PER OTH- STATUTE ER			
С		N/A		WC014220479 (CA)		6/1/2024	6/1/2025	E.L. EACH ACCIDENT	\$ 1,00	00,000	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYE	E \$ 1,00	00,000	
	DÉSCRIPTION OF OPERATIONS below					c/1/2021	c // /2025	E.L. DISEASE - POLICY LIMI	1 1 2 2	00,000	
D	LEASED OR RENTED EQUIPMENT	Ν	N	QT-660-5G424012		6/1/2024	6/1/2025	\$250,000 LIMIT; \$2,500	DED		
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	e, mav b	e attached if more	e space is require	ed)			
RE: B	BID #: 25-004; BID TITLE: BULK CHEMICALS; ITIONAL INSURED WITH REGARDS TO AUTO	HAR	FORD	COUNTY, MARYLAND AND I'	TS ELEC	CTED OR APPO	INTED OFFICIA	ALS, RELATED ENTITIES A			
OF SI	UBROGATION APPLIES WITH REGARDS TO ACT CELLATION APPLIES. CRIME (INCLUDING 3)	WORK	ERS (COMPENSATION AS REQUIRE	DBYW	RITTEN CONT	RACT AND WH	ERE ALLOWED BY LAW.	0 DAYS NO	OTICE OF	
	CY NO: 105546789; LIMIT: \$1,000,000 – EACH						פ שוה דידייסי	CREET COMPANY OF AM	LAICA (INA		
CEF	RTIFICATE HOLDER				CANC	ELLATION	See Attac	chments			
0000000						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
	20696093 HARFORD COUNTY, MARYLA	ΑΝΓ)					Y PROVISIONS.			
	220 SOUTH MAIN STREET	1111	•		AUTUC						
	BEL AIR MD 21014				AUTHO	RIZED REPRESE		1 4 -			
							bank	M Amoldo			
	I					© 19	88 2015 AC	ORD CORPORATION	All righ	ts reserved	
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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024 forms a part of Policy No. 349-36-48 issued to KEMI RA WATER SOLUTIONS, INC. by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS, BUT ONLY TO THE EXTENT AS 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.

Fils

AUTHORIZED REPRESENTATIVE

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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.

This endorsement, effective 12:01 AM 06/01/2024

forms a part of Policy No. WC 014-22-0478

Issued to KEM I RA WATER SOLUTIONS, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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 WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED: 1.PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR, 2.BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13 (Ed. 04/84)

Countersigned by

EPH M'S

Authorized Representative

KEMIRA WATER SOLUTIONS, INC.: F07077696

Department ID Number: F07077696

Business Name: KEMIRA WATER SOLUTIONS, INC.

Principal Office: SUITE 500 1000 PARKWOOD CIRCLE ATLANTA GA 30339

Resident Agent: THE CORPORATION TRUST, INCORPORATED 2405 YORK ROAD SUITE 201 LUTHERVILLE TIMONIUM MD 21093-2264

Status: REVIVED Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type: FOREIGN CORPORATION

Business Code: 03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration: 11/08/2002

State of Formation:

DE

Stock Status: STOCK

Close Status: N/A