HARFORD COUNTY PRICE AGREEMENT

BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

AGREEMENT NO. 25-004

THIS AGREEMENT made and entered into this 19th day of August 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
cewarfield@harfordcountymd.gov

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 https://procurement.maryland.gov 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:

KEMIRA WATER SOLUTIONS, INC.

BY:

Signature

Christiya (wbwgw, Commercial Support Print Name and Title Mary

HARFORD COUNTY, MARYLAND

BY:

Karen D. Myers

kw

NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA

Director, Department of Procurement

MS

	Approved for form and legal sufficiency.	Approved for financial sufficiency.	
SK SK	Margaret Hartka Margaret Hartka Deputy County Attorney	Robert F. Sandlass, Jr. Treasurer	_
	Reviewed and Concur.		
SD	Joseph J. Siemek, P.E. Director, Department of Public Works		
	Approved by the Board of Estim	nates on the 18 th day of June 2024.	
	This Agreement was fully executed on the _	19th day of August 2	024.

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	
\$ 	Lawrence, RS 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.

Kemira Water Solutions, Inc. 17

ENTITY NAME

3. All bidders <u>must be</u> 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 <u>must be</u> 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 non-responsive:
 - A. We are in good standing with State and Local Governments.

 Dept. ID as recorded by Maryland Dept. of Assessments and Taxation:

 Yes V No_
 - B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes__ No__ N/A_/

Date of Certificate Expiration:

C. We are submitting the Bid Bond (If Applicable).

Yes No N/A

D. We are submitting one (1) Original Bid Form.

Yes_ No_

FN	TITY	Z NI	ΔM	E.
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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.

Yes_✓ No__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			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

	Kemira	Water	Solutions,	Inc.
ENTITY NAME:				

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				, NO BIE
HG-1	Liquid Chlorine	150 lb. cylinder	12/year				\$ 140 DIE
	Poly-Aluminum						
	Chloride (DelPac						NO BID
HG-2	2020)	1000 gallons	12/year				\$
			2 pallets				NOBID
HG-3	Activated Carbon	50 lb bags	2/year				\$
	Poly-Ortho		2 totes				NO BID
HG-4	Phosphate	550 gallons	1/year				\$
	Liquid Sodium						NO BID
HG-5	Fluoride	500 gallons	1/year		i i	1	\$
HG-6	Caustic 50%	750 gallons	4/year			1	S NO BID
	Polyaluminum Chloride (DelPac				Kemira-		
HG-7	1525)	4000 gallons	4/year	gallon	Baltimare	3.20	\$ 51,200.0
HG-8	Caustic 25%	4000 gallons	4/year			-	\$ NO BID
HG-9	Micro - C	3000 gallons	1/year			_	\$ NO BID
			1 pallet per				NO BID
HG-10	Lime	50 lb. bag	year				\$
HG-11	Hypochlorite	4000 gallons	2/year				\$ NOBID

	Kemira	Water	Solutions, I	nc.
ENTITY NAME:	5 (2) Table 10 (2) (2)			

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			NO BID
HC-3	Chlorine (100%)	2000 lb. Cylinders	100	Wet Tons			NO BID
HC-4	Ferric Chloride (37% - 42%)	Bulk Tanker	1,600	Wet Tons	Kemin- Bultimore	431,46	690,336.0
HC-5	Ferric Sulfate (13% Fe)	Tanker	635	Dry Tons	Kemira- Baltilline	2297.00per	1
HC-6	Hydrofluorosilicic Acid (21% - 23%)	55 gallon Drums	18	Wet Tons		tonofivar	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			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.
ENTITY NAME:_				

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		_	NO BID
HC-26	Sodium Silicofluoride	50 lb. Bags	1	Dry Tons		_	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 ______%

(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.

BID/PROPOSAL AFFIDAVIT

ENTITY NAME:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title)	Commercial Support Manager	and the duly authorized representative of (name
of business) Kemira	Water Solutions Inc	and that I possess the legal authority to
	alf of myself and the business for which	ch 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 qualified, 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):

Noue

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

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

ENTITY NAME:

(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

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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 foreign (non-Maryland) corporation
good stand Assessmei	in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in ding and has filed all of its annual reports, together with filing fees, with the Maryland State Department of nts and Taxation, and that the name and address of its resident agent filed with the State Department of nts and Taxation is:
Name: _	The Corporation Trust, Incorporated
Address: _	2405 York Road, Ste. 201, Lutherville Timphium, MD 21093-2244
(If not appl	icable, 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.

L. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

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.

M. 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	(& MM	
	(Authorized Representative and Affiant)	
Federal Employer Identification N	umber (FEIN): 59.3657872	

10 ,11

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:

Kemira Water Solutions, Inc.		(785)842-7424
ENTITY NAME		TELEPHONE NUMBER
(Must be entity name as registered with Maryla		et ja maja
State Department of Assessments & Taxation)		(785) 842-2629
Christina M. Imbrogno	n Manager	Teb , Te
REPRESENTATIVE & TITLE		FAX NUMBER
(TYPE OR PRINT)		
(In Mh		Kwsna.bids@kemira.com
REPRESENTATIVE & TITLE		E-MAIL ADDRESS
(SIGNATURE)		
(SIGNATURE) 4321 W. 6th St. Lawrence, KS 66049		NIA
ADDRESS		MD. CONTRACTOR'S LICENSE NO.
5/17/24		NA
DATE		DATE AND PLACE OF ISSUE
Per Section 1(h) of the General Instructions, if of individuals composing the firm.	company is uninco	orporated, list below the names and addresses
Name	Address	
Name	Address	

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Christina M. Imbrogno

Kwsna.bids@kemira.com

4321 W. 6th St. Lawrence, KS (1010)

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(785) 842-2629

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

Return Address:
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

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

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 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).

tl	his certificate does not confer rights				ıch en	dorsement(s).		Jiscilicili	i. A 3i	atement on
	DDUCER lis Towers Watson Southeast, Inc.				CONTA NAME:	MIM CELC	ificate Cer	nter	FAV		
	26 Century Blvd				PHONE (A/C, No	o, Ext): 1-877-	-945-7378		FAX (A/C, No):	1-888	-467-2378
	D. Box 305191				E-MAIL ADDRE	SS: certific	cates@wtwcc	.com			
Nas	hville, TN 372305191 USA							DING COVERAGE			NAIC#
								re Insurance		7	23035
	URED Mira Water Solutions, Inc.				INSURE	RB: Illino:	is Union Ir	surance Comp	any		27960
	I W. 6th Street				INSURE	R C :					
Law	rence, KS 66049				INSURE	R D :					
					INSURE	RE:					
					INSURE	RF:					
СО	VERAGES CEI	RTIFI	CATE	E NUMBER: W34250045				REVISION NU	MBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY REPORTED OR MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equif Pert Poli	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT	OR OTHER I	DOCUMENT WIT D HEREIN IS SU	H RESPE	CT TO	WHICH THIS
LTR	TYPE OF INSURANCE		WVD			(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT	S	
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURREN		\$	5,000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occ	urrence)	\$	100,000
A	X Blanket Additional Insured		Y					MED EXP (Any one	person)	\$	5,000
	X Blanket Waiver of Subrogation	n ^Y	1	TB2-651-289679-01	4	06/01/2024	06/01/2025	PERSONAL & ADV	INJURY	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	5,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COM		\$	5,000,000
	OTHER:							EBL AGGREGATI		\$	1,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGL (Ea accident)	E LIMIT	\$	
	ANY AUTO							BODILY INJURY (P	er person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (P		\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMA (Per accident)	GE	\$	
										\$	
A	UMBRELLA LIAB X OCCUR							EACH OCCURREN	CE	\$	2,000,000
	X EXCESS LIAB CLAIMS-MADI			TL2-651-289679-03	4	06/01/2024	06/01/2025	AGGREGATE		\$	2,000,000
	DED RETENTION\$							1050	LOTIL	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER STATUTE	OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	NT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA	EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO	LICY LIMIT	\$	
A	Commercial Property		Y	YU2-691-456858-03	4	06/01/2024	06/01/2025	Limit		See B	elow
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (CORD) 101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)		1	
Thi	is Voids and Replaces Previous	sly 1	ssue	ed Certificate Dated	06/25	5/2024 WIT	H ID: W339	84794.			
Agı	reement No. 25-004; Bulk Chem	.cals	for	r Water and Wastewat	er Tre	eatment					
70 **	mongial Property Garanage										
	mmercial Property Coverage : E ATTACHED										
251	ATTACHED										
CF	RTIFICATE HOLDER				CANO	ELLATION					
					THE	EXPIRATION	N DATE THE	ESCRIBED POLICE EREOF, NOTICE Y PROVISIONS.			

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Harford County, Maryland 220 South Main Street Bel Air, MD 21014 AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

NAIC#: 27960

NAIC#: 23035

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED Kemira Water Solutions, Inc. 4321 W. 6th Street		
POLICY NUMBER	Lawrence, KS 66049		
See Page 1			
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Equipment Breakdown Coverage:

Damage to covered object(s) and los of business income - \$72,318,000

Extra Expense - \$6,026,500

Harford County, Maryland and its elected or appointed officials, related entities and employees are included as an Additional Insured as respects to General Liability, Pollution Coverage, Umbrella / Excess Liability and Excess Auto coverage.

General Liability, Pollution Coverage, Umbrella / Excess Liability and Excess Auto coverage policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Property Coverage and Pollution Coverage as required by written contract.

General Liability includes Ongoing and Completed Operations.

General Liability includes XCU (Explosion, Collapse and Underground).

Umbrella / Excess Follows Form.

INSURER AFFORDING COVERAGE: Illinois Union Insurance Company

ADDITIONAL INSURED: Y
SUBROGATION WAIVED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: POLLUTION Each Incident \$5,000,000

Aggregate \$5,000,000

INSURER AFFORDING COVERAGE: Liberty Mutual Fire Insurance Company

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Excess Auto Liability Each Occurrence \$1,000,000

Aggregate \$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 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:

- 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:

- 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

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.

Location(s) Of Covered Operations

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 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
 - 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:

- 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:

- 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

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

Location(s) Of Covered Operations

City of San Diego

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

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

POLICY NUMBER: TB2-651-289679-014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 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:

- 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:

- 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

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

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

Location(s) Of Covered Operations

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 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
 - 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:

- 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:

- 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

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

Location(s) Of Covered Operations

AK Steel

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

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:

- 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
 - Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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.

Location And Description Of Completed Operations

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

COMMERCIAL GENERAL LIABILITY CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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:
 - In the performance of your ongoing operations; or
 - **2.** In connection with your premises owned by or rented to you.

However:

- 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

COMMERCIAL GENERAL LIABILITY CG 24 04 12 19

POLICY NUMBER: TB2-651-289679-014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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.

WAIVER OF SUBROGATION (By Contract) ENDORSEMENT

Named Insured KEMIRA W	Endorsement Number 14					
Policy Symbol PPL						
	Issued By (Name of Insurance Company) Illinois Union 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	

PF-44999 (09/14) Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2024

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

		INSURER F:					
1459370	ATLANTA GA 30339	INSURER E:					
	SUITE 1500	INSURER D: Travelers Property Casualty Company of America	25674				
	200 GALLERIA PARKWAY	INSURER C: New Hampshire Insurance Company	23841				
INSURED	Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com KEMIRA WATER SOLUTIONS, INC.	INSURER B: Insurance Company of the State of PA	19429				
		INSURER A: National Union Fire Ins Co Pitts. PA	19445				
		INSURER(S) AFFORDING COVERAGE	NAIC #				
		E-MAIL ADDRESS:					
	444 W. 47th Street, Suite 900	PHONE FAX (A/C, No, Ext): (A/C, No):					
PRODUCER	Lockton Companies	CONTACT NAME:					
แบร เฮเ	this certificate does not come rights to the certificate holder in fled of such endorsement(s).						

COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: 20696093 XXXXXXX 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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		CLAIMS-MADE OCCUR	intob		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXX
								MED EXP (Any one person) \$ XXXXXXX
								PERSONAL & ADV INJURY \$ XXXXXXX
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ XXXXXXX
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ XXXXXXX
		OTHER:						\$
Α	AUT	TOMOBILE LIABILITY	Y	N	CA3493648	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	X	COMP/COLL DED - \$1,000						\$ XXXXXXX
		UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX
		EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ XXXXXXX
		DED RETENTION\$						\$ XXXXXXX
В		RKERS COMPENSATION DEMPLOYERS' LIABILITY		Y	WC014220478	6/1/2024	6/1/2025	X PER OTH-ER
		PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A		WC014220479 (CA)	6/1/2024	6/1/2025	E.L. EACH ACCIDENT \$ 1,000,000
	(Mar	ndatory in NH)	,,,					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	1	ASED OR RENTED UIPMENT	N	N	QT-660-5G424012	6/1/2024	6/1/2025	\$250,000 LIMIT; \$2,500 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: BID #: 25-004; BID TITLE: BULK CHEMICALS; HARFORD COUNTY, MARYLAND AND ITS ELECTED OR APPOINTED OFFICIALS, RELATED ENTITIES AND EMPLOYEES ARE ADDITIONAL INSURED WITH REGARDS TO AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. WAIVER OF SUBROGATION APPLIES WITH REGARDS TO WORKERS COMPENSATION AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES. CRIME (INCLUDING 3RD PARTY CRIME) COVERAGE PROVIDED BY TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (NAIC#31194); POLICY NO: 105546789; LIMIT: \$1,000,000 - EACH OCCURRENCE; POLICY TERM: 1/1/2023-1/1/2026.

CERTIFICATE HOLDER	CANCELLATION See Attachments
20696093 HARFORD COUNTY, MARYLAND 220 SOUTH MAIN STREET	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
BEL AIR MD 21014	AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: 3458BCE2-89D2-4340-B6D5-FACA034AE5B5 Attachment Code: D617331 Certificate ID: 20696093

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024 forms a part of Policy No. 349-36-48 issued to KEMIRA 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.

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 Countersigned by (Ed. 04/84)

Authorized Representative

KEMIRA WATER SOLUTIONS, INC.: F07077696

Department ID Number: F07077696	
Business Name: KEMIRA WATER SOLUTIONS, INC.	
Principal Office: 1 SUITE 500 1000 PARKWOOD CIRCLE ATLANTA GA 30339	
Resident Agent: 1 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	