DATE: March 14, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Agreement with JCI Jones Chemicals, Inc. for Supply and Delivery of Liquid Chlorine (Bid No. RFB-0156)

RECOMMENDATION:
It is recommended that the Mayor and Council Members award a contract and approve an agreement with JCI Jones Chemicals, Inc. (Vendor), in an amount not to exceed $383,148 for the supply and delivery of liquid chlorine to the City of Inglewood’s (City) Sanford T. Anderson Water Treatment Plant (WTP), per Bid No. RFB-0156. (Water Fund)

BACKGROUND:
The City receives its water from the Metropolitan Water District (MWD) and City-owned groundwater wells. The water produced from the City-owned wells is treated at the WTP and blended with water imported from MWD. Liquid chlorine is used at the WTP to treat, disinfect, and purify groundwater.

DISCUSSION:
Each year, the City solicits quotes from qualified vendors to supply and deliver liquid chlorine to the WTP on an as-needed basis. On September 15, 2022, the Public Works Department prepared a Request for Bid to supply and deliver liquid chlorine to the WTP in one-ton cylinders. The request specified an agreement term of one year for deliveries.

On January 18, 2023, the Inglewood Purchasing Division reviewed and approved the final Request for Bid (Bid No. RFB-0156) and posted an invitation to submit bids on the PlanetBids.com Portal.

On February 1, 2023, the Inglewood City Clerk’s Office received and opened bids as described in the following table:

<table>
<thead>
<tr>
<th>Bidder/Vendor and Address</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCI Jones Chemicals Inc. Torrance, CA 90501</td>
<td>$383,148</td>
</tr>
<tr>
<td>Univar Solutions USA Inc. Commerce, CA 0040</td>
<td>No Bid</td>
</tr>
</tbody>
</table>
Mayor and Council Members  
Agreement with JCI Jones Chemicals, Inc. (Bid No. RFB-0156)  
Supply and Delivery of Liquid Chlorine  
March 14, 2023

Public Works staff reviewed the bid document from JCI Jones Chemicals, Inc. (Vendor). Staff has determined that the bidder was responsive and that the bid submittal met all City requirements. Therefore, staff is requesting award of contract and approval of a one (1)-year agreement with the Vendor, in the amount of $383,148, to supply and deliver liquid chlorine to the WTP.

The proposed agreement is for a term period of one year with the option of a two-month extension. Six-and-a-half (6.5) months of the agreement for an estimated amount of $110,400 will be funded using the Fiscal Year 2022-2023 Budget. The remaining months of the agreement will be financed using funds from the Fiscal Year 2023-2024 Budget for an amount not to exceed $272,748.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Adequate appropriation is available in the Fiscal Year 2022-2023 Budget. Upon City Council approval of the agreement, staff requests issuance of the following purchase order:

**Purchase Order Issuance for Liquid Chlorine Purchase**

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>110.060.6025.45202</td>
<td>Water Fund – Public Works – Utilities-Production – Chemicals-Treatment Plant</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>110.060.6025.45203</td>
<td>Water Fund – Public Works – Utilities-Production – Materials-Treatment Plant</td>
<td>$10,400.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$110,400.00</strong></td>
</tr>
</tbody>
</table>

For Fiscal Year 2023-2024, a budget appropriation of $272,748 using Water Fund 110 revenue will be requested for the liquid chlorine purchase for the remaining months. After approval of the Fiscal Year 2023-2024 Water Utilities-Production Account 6025 Budget, staff will request issuance of the purchase order for the needed amount from Account Code Numbers 110.060.6025.45202 and 110.060.6025.45203 for the remaining months of the contract for an amount not to exceed $272,748.

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1: Agreement

**PREPARED BY:**
Thomas C. Lee, P.E., Principal Engineer-Water Resources  
Rae Aldridge, Management Assistant to Director

**COUNCIL PRESENTER:**
Louis A. Atwell, P.E., Assistant City Manager/PW Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:  

Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:  

Artie Fields, City Manager
Attachment No. 1

Agreement
AGREEMENT NO.: ______

THIS AGREEMENT is made and entered into this ______ day of ________________,
20__, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a
municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301;
and JCI JONES CHEMICALS, INC., (hereinafter referred to as the “Vendor”) a New York
corporation, with a corporate number of C1857331, duly organized and in good standing in
the State of California, with mailing and principal addresses of 1765 Ringling Blvd. Sarasota,
Florida, 34236 and a local place of business located at 1401 Del Amo Boulevard, Torrance,
California 90501.

RECITALS

WHEREAS, the City is desirous of obtaining the services of a licensed vendor to supply
and deliver liquid chlorine (hereinafter referred to as the “Project”), to the Sanford T.
Anderson Water Treatment Plant; and

WHEREAS, on January 18, 2023, the Inglewood Purchasing Division approved the final
document of Request for Bid (Bid No. RFB-0156 - Supply and Delivery of Liquid Chlorine) and
posted an invitation to submit bids in the PlanetBids.com Portal; and

WHEREAS, on February 1, 2023, the Purchasing Office received and opened bids with
the Vendor being the only bidding company; and

WHEREAS, the Vendor represents that it has the background, knowledge, experience
and expertise to perform the obligations set forth in this Agreement.

NOW THEREFORE, the City and Vendor (hereinafter referred to collectively as the
“Parties” and individually as “Party”) hereto mutually agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF SERVICES

The Vendor shall:

1. Provide the services the City needs and as outlined in, Exhibit “A,” RFB-0156,
Supply and Delivery of Liquid Chlorine in a good, workmanlike manner and Exhibit “B,”
Bidder’s Proposal and Statement. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):

a. Amended Agreements (whichever occurs last);
b. This Agreement;
c. Exhibit “A;

d. Exhibit “B.”

2. Ensure that all work is done in a workmanlike and professional manner and in accordance with standard industry practices.

3. Agree to comply with, and be bound by all applicable federal, state, county, and local laws, rules, and regulations.

4. Ensure that all personnel engaged by the Vendor to perform the services contemplated by this Agreement shall be properly licensed.

5. Obtain, at its own expense, all necessary licenses, and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

6. Agree that should disputes arise respecting the true value of any materials delivered, or any extra work, which the Vendor may be required to do, or respecting the size of payment to the Vendor during the performance of this contract, such dispute shall be initially decided by the Director of Public Works.

7. Abide by California Public Contract Code Section 7104 and California Labor Code Section 6705 whenever such Codes are relevant.

8. Agree that, in the event a dispute arises between the City and the Vendor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Vendor’s cost of, or time required for, performance of any part of the work, the Vendor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under the Agreement. The Vendor shall retain any and all rights provided by this Agreement first and then by relevant
law which pertain to the resolution of disputes and protests between the Parties.

ARTICLE 3 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Vendor to perform the services contemplated by this Agreement.

ARTICLE 4 – TERM

The Term of this Agreement is One (1) year from the Notice to Proceed. The City shall have the right, but not the obligation, to extend the Agreement for Two (2) additional months.

ARTICLE 5 – COMPENSATION

1. The Vendor shall be paid, pursuant to Exhibit “B,” a not-to-exceed amount of Three Hundred Eighty-Three Thousand One Hundred and Forty-Eight Dollars ($383,148).

2. The Vendor shall invoice, from the date of above, the City every two (2) weeks for services contemplated hereunder and which have been completed within that two (2) week period.

3. The Vendor shall invoice City within ten (10) working days after the delivery of the materials. City shall pay the Vendor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Vendor’s invoices.

4. The Vendor agrees that, should work be performed outside the scope of services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Vendor, and the Vendor shall have no claim against the City for reimbursement.

ARTICLE 6 – TERMINATION

Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, at its sole discretion and without cause; if it encounters conditions during the work contemplated hereunder that make it impossible or
impracticable to proceed; if the City is prevented from proceeding with the Agreement by law
or by official action of a public authority; if there is an unavailability of City Funds; if the
Vendor violates any material provisions of this agreement; or if the Vendor fails to provide
the services required of this Agreement in a satisfactory manner as determined by the City.

ARTICLE 7 – NOTICES

1. All notices required or permitted to be given under this Agreement shall be in
writing or sent by certified mail and shall be dated and signed by the party giving such notice
or by a duly authorized representative of such party.

2. Any notice given pursuant to this Agreement shall be deemed received and
effective when properly addressed, posted and deposited in the United States Mail addressed
to the respected parties as follows:

Notice

If notice to either Party is given, it shall be by personal delivery thereof or by
depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and
return receipt requested and addressed as follows:

CITY:
Aisha L. Thompson
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

VENDOR:
Tim Ross,
Vice-President, West Coast
JCI Jones Chemicals, Inc.
1401 Del Amo Boulevard
Torrance, California 90501

AGENT FOR SERVICE OF PROCESS ONLY
1505 Corporation 538 CSC
Lawyers Incorporating Service
251 Little Falls Dr. Wilmington, DE 19808

WITH COPY TO:
Director Public Works
One Manchester Boulevard
Inglewood, California 90301

WITH COPY TO:
JCI Jones Chemical, Inc.,
C/O Legal Department
1765 Ringling Boulevard
Sarasota Florida, 34236

AGENT FOR SERVICE OF PROCESS ONLY
Becky DeGeorge
2710 Gateway Oaks Drive
Sacramento, California 95833

Agent for Service of Process

Vendors may from time to time designate another address or addressee and shall, in
such instances, notify City in writing within ten (10) calendar days of such designation.
Effective Date of Notice

Notice shall be deemed effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, properly addressed, with postage prepaid and return receipt requested.

ARTICLE 8 – INSURANCE REQUIREMENTS

The Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, and Vendor’s Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a material breach of contract.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if the Vendor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Contractors Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and
$2,000,000 aggregate per policy period of one year.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Self Insured Retentions**

Self-insured retentions must be declared to and approved by the Inglewood City Attorney. At the option of the City, the Vendor shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Vendor shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**Other Insurance Provisions**

A. The General Liability, Automobile Liability, Contractors Pollution Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 forms if later revisions used).

2. For any claims related to this project, the Vendor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor’s insurance and shall not contribute with it.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by the Vendor pursuant to the contract. This coverage may also be provided on the Vendors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Vendor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification / remediation, the Vendors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Vendors Pollution Liability shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage

The Vendor shall furnish the Inglewood City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy
language effecting coverage required by this clause) and a copy of the Declarations and
Endorsement Page of the CGL policy listing all policy endorsements to the City before work
begins. However, failure to obtain the required documents prior to the work beginning shall
not waive the Vendor’s obligation to provide them. The City reserves the right to require
complete, certified copies of all required insurance policies, including endorsements required
by these specifications, at any time.

**Waiver of Subrogation**

The Vendor hereby grants to the City a waiver of subrogation which any insurer may
acquire against the City, its officers, officials, employees, and volunteers, from the Vendor by
virtue of the payment of any loss. The Vendor agrees to obtain any endorsement that may be
necessary to affect this waiver of subrogation, but this provision applies regardless of whether
or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in
favor of the City for all work performed by the Vendor, its employees, agents, and
subcontractors.

**Subcontractors**

The Vendor shall require and verify that all subcontractors maintain insurance meeting
all the requirements stated herein, and the Vendor shall ensure that the City is an additional
insured on insurance required from subcontractors. For CGL coverage subcontractors shall
provide coverage with a format at least as broad as CG 20 38 04 13.

**Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the
nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE 9 – INDEMNIFICATION**

1. The Vendor shall indemnify and hold harmless the City and its officers,
employees and volunteers from and against all claims, damages, losses and expenses
including attorney fees arising out of the performance of the work described herein, to the
extent caused in whole or in part by any negligent act or omission, recklessness or willful
misconduct of the Vendor, any subcontractor, anyone directly or indirectly employed by any
of them or anyone for whose acts any of them may be liable, except where caused by the
negligence, or willful misconduct of the City.

2. If any action or proceeding is brought against Indemnites by reason of any of
the matters against which the Vendor has agreed to indemnify Indemnites as provided
above, the Vendor, upon notice from the City, shall defend Indemnites at the Vendor’s
expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld.
Indemnites need not have first paid for any of the matters to which Indemnites are entitled
to indemnification in order to be so indemnified. The insurance required to be maintained by
the Vendor under this Article shall ensure the Vendor’s obligations under this section, but the
limits of such insurance shall not limit the liability of the Vendor hereunder. The provisions of
this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10 – “OR EQUAL” CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the
specifications by reference to manufacturers’ or vendors’ names, trade names, catalogue
numbers, etc., it is intended merely to establish a standard; and any material, article, or
equipment of other manufacturers and vendors which will perform adequately the duties
imposed by the general design will be considered equally acceptable provided the material,
article, or equipment so proposed is, in the opinion of the Engineer of equal substance and
function. Said materials, article or equipment shall not be purchased or installed by the
Vendor without the Engineer’s written approval.

ARTICLE 11 – PERMITS, COSTS AND NOTICES

City Permits

Wherever the property of the Federal Government, the State of California, the County
of Los Angeles, the City of Inglewood, any local utilities, or of any other agency is affected by
the work included in this contract, the Vendor shall procure all permits, give all notices
necessary, and bear the cost of all permits and inspection lawfully exacted by said
Government, State, County, City, District, Department, or other agency during the time of
performing the work affecting said property. In addition, the Vendor shall bear all cost of
traffic regulation and traffic control devices lawfully exacted by said State, County, City, or
other agency during the time of performing the work affecting said property. Work may not
start unless all permits are pulled. The Vendor will bear all the burden of construction delays
caused by delays in pulling permits. Permits for all trades for all units must be pulled at one
time.

**ARTICLE 12 – INDEPENDENT CONTRACTOR**

The Vendor enters into this Agreement as an independent contractor and not as an
employee of the City. The Vendor shall have no power or authority by this Agreement to bind
the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with
this relationship or status. All employees, agents, contractors or subcontractors hired or
retained by the Vendor are employees, agents, contractors or subcontractors of the Vendor
and not of the City. The City shall not be obligated in any way to pay any wage claims or
other claims made against the Vendor by any such employees, agents, contractors, or
subcontractors, or any other person resulting from performance of this Agreement.

**ARTICLE 13 – NON-ASSIGNABILITY**

The expertise and experience of the Vendor are material considerations for this
Agreement. The City has an interest in qualifications of and capability of the Vendor, which
will fulfill the duties and obligations, imposed under this Agreement. In recognition of that
interest, the Vendor shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Vendor’s duties or obligations under this
Agreement without the prior written consent of the City. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the City to any and all remedies at law or in equity, including summary
termination of this Agreement. The Vendor shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the City.
ARTICLE 14 – PROHIBITED INTERESTS

No official, employee, or agent of City, nor any member of his or her immediate family, shall have any direct or indirect interest in the contract.

ARTICLE 15 – EQUAL EMPLOYMENT

The Vendor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 16 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 17 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 18 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by The Vendor shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 19 – ENTIRE AGREEMENT

This Agreement, including all Exhibits is the entire, complete, final and exclusive
expression of the Parties with respect to the matters addressed therein and supersedes all
other Agreements or understandings, whether oral or written, entered into between the
Vendor and the City prior to the execution of this Agreement. No statements,
representations or other Agreements, whether oral or written, made by any party which are
not embodied herein shall be valid and binding unless in writing and duly executed by the
Parties of their authorized representatives.

ARTICLE 20 – FORCE MAJEURE

If an event or condition constituting a “force majeure”— including, but not limited to,
an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a
PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in
Default, under Articles 2, 3 and 5 of this Agreement, of the obligation. A delay beyond a
PARTY’s control automatically extends the time, in an amount equal to the period of the delay,
for the PARTY to perform the obligation under this Agreement. However, in the sole and
reasonable determination of the City, this Article shall not affect pricing. The PARTIES shall
prepare and sign an appropriate document acknowledging any time delay pursuant to this
Article.

ARTICLE 21 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of
the State of California. In the event of litigation between the Parties, venue in state trial
courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District,
located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in
the United States District Court, venue shall lie exclusively in the Central District of California,
in Los Angeles.

ARTICLE 22 – MISCELLANEOUS

1. The Parties waive any benefits from the principle of contra proferentum and
interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this
Agreement, or of any particular provision or provisions, and no part of this Agreement shall
be construed against any party on the basis that the particular party is the drafter of any part
of this Agreement.

2. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

3. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

______________________________________
James T. Butts, Jr.,
Mayor

JCI JONES CHEMICALS, INC.

______________________________________
Tim Ross,
Vice-President, West Coast

ATTEST:

______________________________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

______________________________________
Kenneth R. Campos,
City Attorney
EXHIBIT “A”

Request for Bid No. RFB-0156
The City of Inglewood

Request for Bid (RFB) for

Supply and Delivery of Liquid Chlorine

Solicitation Number: RFB-0156

Solicitation Issue Date: January 18, 2023

Questions and Comments Due: January 25, 2023, at 12:00 p.m.

Bid Due Date and Time (Closing Date): February 1, 2023 at 11:00 a.m. at the City Clerk’s office

Contract Terms: One (1) year agreement

Submissions: The bidder is required to provide one (1) original, (1) copy and (1) electronic copy (e.g., USB drive)

City Contact: Rocio Nunez, Procurement and Contracts Coordinator, rnunez@cityofinglewood.org and (310) 412-5266

The completed and signed RFB signature page is required, with the most recent addendum listed as an acknowledgment of all addenda issued.

Note: Emailed submissions will not be accepted.
Table of Contents
Invitation to Submit Bids for RFB-0156 ................................................................. 4
Request for Bid Timeline ......................................................................................... 5
Submittal Requirements ......................................................................................... 5
Questions Concerning Bid Requirements .............................................................. 5
Submission of Bids ................................................................................................. 5
1. Scope of Work ................................................................................................. 7
2. Standards Used .............................................................................................. 7
3. Measurement and Payment ............................................................................ 7
4. Execution ......................................................................................................... 8
5. Security Procedure .......................................................................................... 9
Bidder’s Proposal and Statement ........................................................................... 10
7. General Provisions ......................................................................................... 12
   7.1. Prices ....................................................................................................... 12
   7.2. Payment Terms ........................................................................................ 12
   7.3. Inglewood Business Tax Certificate ....................................................... 12
   7.4. Sales Tax ................................................................................................ 12
   7.5. Insurance Requirements ........................................................................ 12
   7.6. Bid Bond ................................................................................................ 15
   7.7. Indemnification ....................................................................................... 15
   7.8. “Or Equal Clause” ................................................................................ 15
   7.9. Non-Discrimination ............................................................................... 16
   7.10. Disadvantaged Business Participation ............................................... 16
   7.11. Execution of Agreement ....................................................................... 16
   7.12. Termination of Agreement ................................................................... 16
   7.13. Right to Withhold Payment .................................................................. 16
   7.14. Manufactured ........................................................................................ 17
   7.15. Warranty ................................................................................................ 17
   7.16. Delivery .................................................................................................. 17
   7.17. No Binding Contract ............................................................................. 17
   7.18. Choice of Law and Venue ..................................................................... 17

RFB-0156 Supply and Delivery of Liquid Chlorine 2
7.19. Right to Alter ................................................................. 17
7.20. Addendums ....................................................................... 18
7.21. Agreement Term ............................................................. 18
References .................................................................................. 19
Declaration of Bidder .................................................................. 20
Extension of Contract to Other Public Agencies .............................. 21
Non-Collusion Declaration ........................................................... 22
No Bid Form ................................................................................. 23
Bidder Checklist ........................................................................... 24
Exhibit A ...................................................................................... 25
Invitation to Submit Bids for RFB-0156

The City of Inglewood invites and will receive bids duly filed herein for qualified “Supply and Delivery of Liquid Chlorine,” as specified in this document.

Each bid shall be submitted and completed in all particulars and must be enclosed in a sealed package addressed to the City of Inglewood, The Office of the City Clerk 1st floor, One Manchester Blvd., Inglewood, CA 90301, with the designation of the project, “Supply and Delivery of Liquid Chlorine” appearing thereon.

Bids will be opened in public on February 1, 2023, at 11:00 a.m. in the City Clerk’s Office and will be announced then and there to all persons present. Specifications and other bid documents for the above service are on the City’s PlanetBids portal.

The City reserves the right to waive any irregularity within any bid and to take bids under advisement for a period of ninety (90) calendar days from and after the date bids are opened and announced.

The following conditions and terms apply:

1) The City Council reserves the right to reject any or all bids.
2) Attached are detailed specifications and conditions for bid submission.
3) You must execute your contract within ten (10) days after the City e-mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the contractor.
5) Bids may be obtained from the City’s PlanetBids portal located at https://www.planetbids.com/portal/portal.cfm?CompanyId=45619.
6) All bids with pricing must be for specific amounts. Any attempt to qualify prices with an ‘escalation clause’ or any other method of making a price variable, is unacceptable. Bid shall be valid for ninety (90) calendar days from and after the date bids are opened and announced.
7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.
8) All request for bid documents can be located on the City of Inglewood’s PlanetBids Portal.

Louis A. Atwell, Assistant City Manager/PW Director

Date: 1/18/2023

RFB-0156 Supply and Delivery of Liquid Chlorine
Request for Bid Timeline

<table>
<thead>
<tr>
<th>RFB Process and Implementation Schedule</th>
<th>Anticipated Date</th>
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</thead>
<tbody>
<tr>
<td>Public release of RFB</td>
<td>January 18, 2023</td>
</tr>
<tr>
<td>Questions from bidders due</td>
<td>January 25, 2023, at 12:00 p.m.</td>
</tr>
<tr>
<td>Deadline for bid submittals</td>
<td>February 1, 2023, at 11:00 a.m.</td>
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</table>

Submittal Requirements

1. Bidder’s Proposal and Statement
2. References
3. Declaration of the Bidder
4. Extension of Contract to Other Public Agencies
5. Non-Collusion Declaration
6. Signed Addenda or Addendum (if any are issued)

Questions Concerning Bid Requirements

All questions and issues related to bidding requirements or information expected for each statement package should be submitted on the City of Inglewood’s Planet Bids Portal.

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

The City of Inglewood will only communicate with one person per bid. It is the responsibility of the Bidder to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to instructions to this RFB will be done through a written addendum and posted on the City's Planet Bids portal.

**NO QUESTIONS WILL BE RECEIVED OR RESPONDED TO AFTER**
January 25, 2023, 12:00 p.m.

Submission of Bids

Written responses to the RFB must be prepared as specified in name of section. Respondents should follow the Instruction to Bidders Checklist on page X to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

- One (1) original unbound, (3) three copies and (1) electronic file on a USB drive for Supply and Deliver of Liquid Chlorine. **ATTN: Rocio Nunez, received on or before, but no later**
than February 1,, 2023, at 11 a.m. at The Office of the City Clerk. Any responses received after the specified date and time will not be considered by the City.

- Original responses and package copy shall be enclosed in a sealed package with the name and address of the respondent in the upper left-hand corner and marked "Supply and Delivery of Liquid Chlorine."

- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:

  The Office of the City Clerk  
  City of Inglewood 1st Floor  
  1 Manchester Blvd.  
  Inglewood, CA  90301

The envelope shall be marked in the upper left-hand corner with the name and address of the Bidder and bear the words "Bid For..." followed by the name of the work under this Request for Bid and the date and hour of the bid opening. The City reserves the right to waive informalities in any bid, to reject any or all bids, to reject one part of a bid and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the Bidder whose bid is most beneficial to the needs of the City. Each bidder is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any bid to the wrong address or City department. Each bidders assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a bid.
1. Scope of Work
   The work by the Vendor will consist of furnishing all equipment, tools, materials, and labor necessary to supply and deliver liquid chlorine to the City of Inglewood Sanford M. Anderson Water Treatment Plant, and the liquid chlorine will be delivered and packed in an one-ton container on regular basis for one year.

   In accordance with generally accepted practices, the Vendor shall be solely and completely responsible for conditions of the job site and surrounding traffic & stage area affected, including safety of all persons and property during the performance of the work, and the Vendor shall fully comply with all local, state, federal and other laws, rules, regulations and orders relating to safety of the public workers. Vendor shall coordinate his work so as not to interfere with the existing water service & operation.

   The Vendor shall at all time keep the site in a neat and clean condition and free from accumulation of material. Upon completion of the work, the Vendor shall dispose of or remove all rubbish and other equipment or materials belonging to the Vendor. Per California Public Contract Code 6109 and Section 1777.1 or 1777.7 of the Labor Code, the City of Inglewood cannot permit a contractor or subcontractor who is ineligible to bid be awarded, or perform work on a public works project.

2. Standards Used
   - Occupational Safety and Health Administration (OSHA) Safety and Health Standards
   - America Water Works Association (AWWA) Specifications and Standards
   - Standard Specifications for Public Works Construction 2021(Green Book) or latest version

3. Measurement and Payment
   Payment for preliminary preparation as directed by the City of Inglewood Engineer, shall be considered as included in the various bid items quoted in the Bidder’s Proposal and Statement, and no separate payment shall be made.

   1. Liquid Chlorine (including tax) shall be made on a Pound (lb.) basis, which shall include all costs (all labor, materials & equipment) involved in furnishing the materials of liquid chlorine plus the sales tax, container, pallet, any other packing materials, etc., and include any other incidentals required by the City, OSHA, and AWWA Standards.

   2. Delivery Charge shall be made on each basis, which shall include all costs (all labor, materials & equipment) involved in delivering the liquid chlorine to City of Inglewood Water Treatment Plant on each delivery basis. This includes all the fee’s and insurance for
delivery, processing paperwork, packaging/handling of materials and any other incidentals required by the City, OSHA, AWWA, and all other agencies to meet all regulations & standards.

4. Execution

1. The contract is for the purchase of approximately 232,000 lbs. of Liquid Chlorine which shall be packed in one-ton containers. Delivery and pickup of containers to be made at City of Inglewood Sanford M. Anderson Water Treatment Plant (WTP) at 359 North Eucalyptus Avenue, Inglewood, CA 90302.

2. All deliveries are to be made as specified. Liquid Chlorine (having a concentration of 100%) shall be delivered to the WTP on an “as needed” basis, approximately once per week. Each delivery shall consist of two (2) or three (3) one-ton cylinders. The maximum capacity per cylinder shall be 2,000 pounds.

3. The supplier must notify City personnel 24-hours prior to delivery and unloading of chemicals.

4. The trucks making the deliveries shall be equipped with a lift gate and safety stopper to insure safe loading and unloading operations.

5. Liquid Chlorine shall meet American Water Works Association (AWWA) Standard for use in the treatment of potable water, and all the properties of the Liquid Chlorine shall conform to ANSI/AWWA B301-87.

6. The one-ton cylinders shall be constructed and maintained to comply with the Hazardous Material Regulations of the US Department of Transportation, ASTM Vessel Codes, and Chlorine Institute Guidelines.

7. One-ton cylinders must be erected and equipped to accept the existing set-up at the water treatment plant (WTP), whereas existing crane can hoist & pick up the cylinder outside the Liquid Chlorine Room. Cylinders with over torque valves will not be accepted at the plant.

8. The supplier of Liquid Chlorine shall specify the brand name and submit a copy of the Assay Analysis performed. The supplier of Liquid Chlorine shall provide a chemical analysis of the product, proof of NSF approval/certificate and material safety data sheets (MSDS).
5. Security Procedure
   1. The City will accept deliveries to the Water Treatment Plant (WTP) between 7:00 a.m. and 1:00 p.m. on weekdays only, unless previously agreed upon by supplier’s representative and authorized City personnel.

   2. The Vendor will send photos with names of the drivers making the deliveries to the City at least 24-hours prior to delivery. The driver must have proper company I.D. with photo.

   3. The truck license plate number will be faxed to the City. The City will match the numbers to assure that the truck is the same one that left the vendor's terminal.

   4. Discrepancies will result in the loads being refused. Off-loading of chemicals will be delayed until discrepancies are resolved to the City’s satisfaction.

   5. Valve covers must all have a securing bolt.

   6. Current, gross, tare, net weight, along with drum serial number must be written on an identification tag securely attached to each ton container. This tag must be replaced each time on the filled 1-ton cylinder. The serial number on the tag must match the serial number on the filled 1-ton container. If it fails to have properly identified and weighed chlorine ton containers may result in the shipment being rejected and return to vendor.
Bidder’s Proposal and Statement

RF-0156 Supply and Delivery of Liquid Chlorine

To the Mayor and City Council
City of Inglewood
Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the Scope of Work, and has read the accompanying "BIDDER’S CHECKLIST" and hereby agrees to provide the following: To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "Supply and Delivery of Liquid Chlorine" and in strict conformity with the Scope of Work at the following total lump sum price (final price to include all taxes and fees).

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>Liquid Chlorine</td>
<td>Pound (lb.)</td>
<td>232,000</td>
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<tr>
<td>2</td>
<td>Delivery Charge</td>
<td>each</td>
<td>55</td>
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The City of Inglewood Water Treatment Plant uses Liquid Chlorine for treatment. Per California Department of Tax & Fee Administration Annotation 275.0000 GAS, ELECTRICITY, AND WATER Sub-Section 275.0280(b) WATER ADDITIVES, it states that the chemicals added to water which is resold in the water and may be purchased ex-tax.

Subtotal $ 

Grand Total $ 

Grand Total Written in Words
(In case of discrepancy between words and figures, the written amount in words shall prevail.)
The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all bids submitted; to re-advertise at its discretion.

____________________________________
Firm's Legal Name

____________________________________
Street Address of Firm

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<tr>
<th>City</th>
<th>State</th>
<th>Zip code</th>
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</table>

____________________________________
Authorized Signature                      Title          Date

____________________________________
Type or Print Above Name

____________________________________
Tax Identification Number

____________________________________
If Contractor (must provide license number)

RFB-0156 Supply and Delivery of Liquid Chlorine
The City of Inglewood, California hereby extends an invitation to submit a bid in accordance with this document, to provide labor and or materials for the designated purchase. Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request. There is no expressed or implied obligation for the City to reimburse responding firms for any expense incurred in preparing a bid in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the Bidder at the City's option.

7.1. Prices
The bid shall state the total cost for the service as specified in this document. Prices are firm and fixed for the duration of this agreement.

7.2. Payment Terms
Standard payment shall be made by City check.

7.3. Inglewood Business Tax Certificate
The Contractor agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

7.4. Sales Tax (If Applicable)
The City of Inglewood is subject to the payment of sales tax. All Contractors will be required to include in your bid the City of Inglewood sales tax rate of 10%. If a Contractor fails to include the City’s sales tax rate in their bid, the City will add the 10% amount to the bid for evaluation purposes.

7.5. Insurance Requirements
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

RFB-0156 Supply and Delivery of Liquid Chlorine
B. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $2,000,000 per accident for bodily injury and property damage.

C. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

D. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**
For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation**
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
Waiver of Subrogation

Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.6. Bid Bond

As a guaranty of good faith, each Bidder shall submit with their bid an unconditional bidder’s bond or certified or cashier’s check (ten percent of total bid), drawn on a solvent State or National bank, or cash in the sum stated in the Invitation to Submit Bids, payable to the City of Inglewood, said Bidder’s bond or check to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said Bidder’s bond or check will render it informal and may, at the option of the City, result in the rejection of the bid under which such Bidder’s bond or check is submitted. If a bidder to whom an award is made fails or refuses to execute the contract and furnish the required bonds, all within the time stated, said Bidder’s bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the City and shall be subject to deposit with the Treasurer of the City as other monies belonging to the City, the amount thereof being agreed to by the Bidder as liquidated damages due the City. Within 15 days after the award of the contract, the City of Inglewood will return the bid guarantees accompanying the bids which are not to be considered in making the award. All other bid guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders.

7.7. Indemnification

The Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which has been caused by the sole negligence or willful conduct of the City.

7.8. “Or Equal Clause”

Whenever a material, article, or piece of equipment is identified in the specifications or on the plans by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other
manufacturers and vendors which will perform adequately in the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the City of equal substance and function. Said materials, articles or equipment shall not be purchased or installed by the Contractor without the City’s written approval.

7.9. Non-Discrimination
*California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc.* No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

7.10. Disadvantaged Business Participation
It is the policy of the City to provide minorities, women, and local businesses with the opportunity to compete for and participate in City contracts whenever possible. The firm awarded a contract through this RFB process will be required to demonstrate its best efforts to enhance employment opportunities for minorities, women, and local businesses for subcontract opportunities.

7.11. Execution of Agreement
The Contractor to whom award is made shall furnish all goods/services in accordance with the provisions hereof and within the time stated in the bid. If the Contractor to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the Contractor whose bid is next most acceptable to the City. Such Contractor shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

7.12. Termination of Agreement
The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

7.13. Right to Withhold Payment
It is the right of the City to withhold payment when:

1. Defective materials are not remedied under the provisions of specifications;
2. There are claims or liens filed or reasonable evidence indicating probable filings of claims or liens against the Contractor.

RFB-0156 Supply and Delivery of Liquid Chlorine
Whenever the City withholds any monies otherwise due to the Contractor, the City shall, in accordance herewith, provide the Contractor with written notice of the amount withheld and the reasons, therefore. When the Contractor removes the grounds for such withholding, the City will pay the amount withheld to the Contractor within 35 calendar days.

7.14. Manufactured
The City shall only accept bids for products that are manufactured for use in the USA. Firms or companies shall not submit bids for substandard, "gray market" versions of the items called for in the Bid or items that are manufactured for oversea use. All product labels and instructions shall be printed in English. If firms or companies awarded this contract fails to meet these requirements, the City reserves the right to terminate the Agreement and award the contract to the next lowest Bidder.

7.15. Warranty
All workmanship, parts, and materials furnished for all of the work shall be unconditionally warranted against failures or defects for a period of one (1) year from the date of acceptance by the Project Manager.

7.16. Delivery
All orders shall be delivered (as specified) to the Inglewood Water Treatment Plant, 359 North Eucalyptus Avenue, Inglewood, California 90302, and Attention to: Ismael Perez. If for some reason the seller is unable to meet the delivery requirements, the seller must immediately notify the Inglewood Water Treatment Plant representative (Mr. Ismael Perez). If, because of delay in delivery, the City must procure the items from another source, the seller shall be liable for any costs to the City over and above the price for said items.

7.17. No Binding Contract
This RFB process shall in no way create a binding contract, agreement or offer of any kind between the City and proposer. If the City selects a contractor as a result of this process, legal rights and obligations shall only arise upon the execution of an agreement by all parties thereto, and such legal rights and obligations of each party shall only be those rights and obligations specifically set forth in the agreement and any other documents specifically referred to therein.

7.18. Choice of Law and Venue
This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

7.19. Right to Alter
The City reserves the right to alter or postpone this procurement and selection process in any way for its convenience at any time. It may also choose to waive any defects in any submittal,
issue a new RFB, hire any Contractor it deems appropriate, or reject all submittals at its sole and absolute discretion.

7.20. Addendums
In the event that it becomes necessary to clarify or revise this RFB, such clarification or revision will be by Addendum. Any Addendum will become part of this RFB and part of any contract awarded as a result of this RFB.

All addenda will be issued on the City of Inglewood “bid opportunities (PlanetBids)” web page. Click on the professional auditing services listed on the cover page of this document.

To access addenda use the following web page address:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

There are no designated dates for release of addenda. Therefore, interested Contractor’s should check the Purchasing “Bid Opportunities (PlanetBids)” webpage on a daily basis. Contractor’s with no access to the internet should call the Purchasing and Contract Services Division to inquire about any issued addendums. It is the Contractor’s responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages Contractor’s to send a signed copy of each addendum with your bid. If no signed addendum is returned with your bid, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the City’s PlanetBids portal.

7.21. Agreement Term
This agreement is for one (1) year with the option for one extension two months.
References
Please provide references for similar type of work.

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<tr>
<td>Phone Number and E-mail:</td>
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<td>Contract Value:</td>
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<td>Worked performed:</td>
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</table>

RFB-0156 Supply and Delivery of Liquid Chlorine
Declaration of Bidder

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this bid and in such capacity I am empowered to submit this bid on behalf of (organization):

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: __________________________

Printed Name: _____________________

Position/Title: _____________________

Date of Execution: ________________
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The Bidder’s response as requested below will in no way affect the City of Inglewood’s consideration of this bid.

Please indicate if this bid will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this bid.

Yes _______ No__________ Length of time ______________________ Days/Months
Non-Collusion Declaration

The undersigned hereby declares and says:

I am the __________________ of __________________, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

“I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ______________________ [date], at __________________ [city], __________ [state].

__________________________________________
Signature of Officer or Authorized Agent

RFB-0156 Supply and Delivery of Liquid Chlorine
No Bid Form

TO ALL BIDDERS:

IF YOU **DO NOT** INTEND TO SUBMIT A BID FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN **IMMEDIATELY** TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

Check One

Here

______ THE FIRM BELOW CANNOT PROVIDE THE GOODS/SERVICES AS SPECIFIED, PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

__________________________

______ THE FIRM BELOW CANNOT SUBMIT A BID AT THIS TIME BECAUSE OF THE FOLLOWING:

__________________________

______ THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME.

RFB Number: ____________________________________________

Name of Firm: ___________________________________________

Address: _______________________________________________

Phone Number: __________________________________________

Name of Individual: _____________________________________

Signature and Date: _____________________________________
Bidder Checklist

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOW

Please Check Here

1. SUBMITTAL REQUIREMENTS:

   a. Have you completed and submitted all of the items listed in on page 5?

2. BID:

   a. Have you responded to the proposed scope of work?
   b. Is the bid properly signed and dated?
   c. If the bid is being submitted by a corporation, is the corporate seal affixed to the bid?
   d. Have you submitted all requirements per this Request for Bid?

3. CONTRACT COMPLIANCE:

   a. Have you completed and signed the Declaration of the Bidder?
   b. Have you completed the Extension of Contract to other Public Agencies?
   c. Have you completed and signed the Non-Collusion Declaration?
   d. Have you examined and understand the requirements and forms to be furnished on the project?

4. BUSINESS TAX CERTIFICATE:

   a. Are you aware of General Provisions Section 4.3, entitled Inglewood Business Tax Certificate?
EXHIBIT “B”

RFB-0156 Bidder Proposal
Jones Chemicals, Inc.  $383,148.00
January 31, 2023

City of Inglewood
The Office of the City Clerk
Inglewood City Hall, First Floor
1 Manchester Blvd.
Inglewood, CA 90301
Attn: Rocio Nunez

Re: RFB-0156, Supply and Delivery of Liquid Chlorine
Due Date: Wednesday, February 1, 2023 by 11:00 A.M., PST

Dear Rocio Nunez:

Enclosed please find our sealed bid for your Liquid Chlorine business.

Please do not hesitate to contact me should you have any questions.

Thank you.

Cris Blomgren
Sales Coordinator / Office Manager
JCI Jones Chemicals Inc.
310-523-1629 Ext. 261
cblomgren@jcichem.com
BID COVER LETTER

Dear Customer,

JCI is aware of the significant increases that have been levied upon our customers. We have received numerous complaints and concerns, which are fully understood. It is particularly important that our customers, and those requesting product pricing, understand that these price increases are “pass-through” amounts of the costs the “ECU” – Chlorine and Caustic Soda Producers have raised JCI... nothing more. Beginning in Q2 of 2021, the ECU Producers have continued to raise the cost of the above products every quarter. The information JCI has been provided, is these increases will continue through 2022 & 2023. As in the past, they are not providing firm pricing, with no negotiation. In addition to these increases the Producers have also either declared Force Majeure and/or placed orders on allocation and order control. Regardless, JCI is confident all customers will receive the products they require, especially for Water Treatment Facilities.

JCI must emphasize that the Producers of ECU’s have total exclusive “control,” of the costs of chlorine and caustic soda – (bleach), and the allocated amounts delivered to JCI. The other costs of business JCI has encountered, including packaging chlorine in containers, manufacturing bleach, transportation, wages and benefits, insurance, etc. have not been associated with the quarterly price increases.

It remains JCI’s hope that as in the past (93) years of business, our customers will trust JCI to do our level best to provide products and services to all our customers.

Sincerely,

JCI Jones Chemicals, Inc.
BID ADDENDUM

1. The chlorine Producers have declared Force Majeure a combined eleven times since 2021. Chlorine supply remains on strict allocation. In September 2022, all chlorine shipments in the nation were halted for a week, and were behind schedule for several more, due to the threat of a rail strike.

JCI has no control over raw material supply or its transportation, and we must ensure that we are not penalized should we be rendered unable to deliver by any disrupting event beyond our control.

Therefore, JCI must respectfully insist on including the following Force Majeure clause, or one of your choosing that is approved by JCI, as a term of our bid and any related contract that may be issued.

FORCE MAJEURE: JCI Jones Chemicals shall not be responsible for damages or delays caused by Force Majeure nor other events beyond its control and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God.

Please note that Force Majeure is of no relation to pricing- it is supply related only. JCI’s pricing and price terms will always remain as-bid regardless of Force Majeure status.

2. JCI’s payment terms are Net 30 days.
The City of Inglewood

Request for Bid (RFB) for

Supply and Delivery of Liquid Chlorine

Solicitation Number: RFB-0156

Solicitation Issue Date: January 18, 2023

Questions and Comments Due: January 25, 2023, at 12:00 p.m.

Bid Due Date and Time (Closing Date): February 1, 2023 at 11:00 a.m. at the City Clerk’s office

Contract Terms: This agreement is for one (1) year with the option for one extension two months.

Submissions: The bidder is required to provide one (1) original, (1) copy and (1) electronic copy (e.g., USB drive)

City Contact: Rocio Nunez, Procurement and Contracts Coordinator, rnunez@cityofinglewood.org and (310) 412-5266

The completed and signed RFB signature page is required, with the most recent addendum listed as an acknowledgment of all addenda issued.

Note: Emailed submissions will not be accepted.
Table of Contents

Invitation to Submit Bids for RFB-0156 ............................................................... 4
Request for Bid Timeline ............................................................................... 5
Submittal Requirements ............................................................................... 5
Questions Concerning Bid Requirements ................................................... 5
Submission of Bids ..................................................................................... 5
1. Scope of Work ....................................................................................... 7
2. Standards Used ..................................................................................... 7
3. Measurement and Payment .................................................................. 7
4. Execution .............................................................................................. 8
5. Security Procedure ............................................................................... 9
Bidder's Proposal and Statement ............................................................... 10
7. General Provisions ............................................................................... 12
  7.1. Prices ............................................................................................. 12
  7.2. Payment Terms ............................................................................... 12
  7.3. Inglewood Business Tax Certificate .................................................. 12
  7.4. Sales Tax ......................................................................................... 12
  7.5. Insurance Requirements .................................................................. 12
  7.6. Bid Bond .......................................................................................... 15
  7.7. Indemnification ............................................................................... 15
  7.8. "Or Equal Clause" .......................................................................... 15
  7.9. Non-Discrimination ......................................................................... 16
  7.10. Disadvantaged Business Participation ............................................. 16
  7.11. Execution of Agreement .................................................................. 16
  7.12. Termination of Agreement .............................................................. 16
  7.13. Right to Withhold Payment ............................................................ 16
  7.14. Manufactured ................................................................................ 17
  7.15. Warranty ....................................................................................... 17
  7.16. Delivery ......................................................................................... 17
  7.17. No Binding Contract ...................................................................... 17
  7.18. Choice of Law and Venue .............................................................. 17

RFB-0156 Supply and Delivery of Liquid Chlorine 2
Invitation to Submit Bids for RFB-0156

The City of Inglewood invites and will receive bids duly filed herein for qualified “Supply and Delivery of Liquid Chlorine,” as specified in this document.

Each bid shall be submitted and completed in all particulars and must be enclosed in a sealed package addressed to the City of Inglewood, The Office of the City Clerk 1st floor, One Manchester Blvd., Inglewood, CA 90301, with the designation of the project, “Supply and Delivery of Liquid Chlorine” appearing thereon.

Bids will be opened in public on February 1, 2023, at 11:00 a.m. in the City Clerk’s Office and will be announced then and there to all persons present. Specifications and other bid documents for the above service are on the City’s PlanetBids portal.

The City reserves the right to waive any irregularity within any bid and to take bids under advisement for a period of ninety (90) calendar days from and after the date bids are opened and announced.

The following conditions and terms apply:

1) The City Council reserves the right to reject any or all bids.

2) Attached are detailed specifications and conditions for bid submission.

3) You must execute your contract within ten (10) days after the City e-mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.

4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and/or services supplied by others. Any extra cost to the City will be paid by the contractor.

5) Bids may be obtained from the City’s PlanetBids portal located at https://www.planetbids.com/portal/portal.cfm?CompanyID=45619.

6) All bids with pricing must be for specific amounts. Any attempt to qualify prices with an ‘escalation clause’ or any other method of making a price variable, is unacceptable. Bid shall be valid for ninety (90) calendar days from and after the date bids are opened and announced.

7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.

8) All request for bid documents can please be located on the City of Inglewood’s PlanetBids Portal.

Date: 1/18/2023

Louis A. Atwell, Assistant City Manager/PW Director
Request for Bid Timeline

<table>
<thead>
<tr>
<th>RFB Process and Implementation Schedule</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public release of RFB</td>
<td>January 18, 2023</td>
</tr>
<tr>
<td>Questions from bidders due</td>
<td>January 25, 2023, at 12:00 p.m.</td>
</tr>
<tr>
<td>Deadline for bid submittals</td>
<td>February 1, 2023, at 11:00 a.m.</td>
</tr>
</tbody>
</table>

Submittal Requirements

1. Bidder’s Proposal and Statement
2. References
3. Declaration of the Bidder
4. Extension of Contract to Other Public Agencies
5. Non-Collusion Declaration
6. Signed Addenda or Addendum (if any are issued)

Questions Concerning Bid Requirements

All questions and issues related to bidding requirements or information expected for each statement package should be submitted on the City of Inglewood’s Planet Bids Portal.

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

The City of Inglewood will only communicate with one person per bid. It is the responsibility of the Bidder to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to instructions to this RFB will be done through a written addendum and posted on the City’s Planet Bids portal.

NO QUESTIONS WILL BE RECEIVED OR RESPONDED TO AFTER
January 25, 2023, 12:00 p.m.

Submission of Bids

Written responses to the RFB must be prepared as specified in name of section. Respondents should follow the Instruction to Bidders Checklist on page 24 to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

- One (1) original unbound, (3) three copies and (1) electronic file on a USB drive for Supply and Deliver of Liquid Chlorine. ATTN: Rocio Nunez, received on or before, but no later
than February 1, 2023, at 11 a.m. at The Office of the City Clerk. Any responses received after the specified date and time will not be considered by the City.

- Original responses and package copy shall be enclosed in a sealed package with the name and address of the respondent in the upper left-hand corner and marked "Supply and Delivery of Liquid Chlorine."

- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:

  The Office of the City Clerk
  City of Inglewood 1st Floor
  1 Manchester Blvd.
  Inglewood, CA 90301

The envelope shall be marked in the upper left-hand corner with the name and address of the Bidder and bear the words "Bid For..." followed by the name of the work under this Request for Bid and the date and hour of the bid opening. The City reserves the right to waive informalities in any bid, to reject any or all bids, to reject one part of a bid and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the Bidder whose bid is most beneficial to the needs of the City. Each bidder is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any bid to the wrong address or City department. Each bidders assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a bid.
1. Scope of Work

The work by the Vendor will consist of furnishing all equipment, tools, materials, and labor necessary to supply and deliver liquid chlorine to the City of Inglewood Sanford M. Anderson Water Treatment Plant, and the liquid chlorine will be delivered and packed in an one-ton container on an on call basis weekly and/or bi-weekly for one year.

In accordance with generally accepted practices, the Vendor shall be solely and completely responsible for conditions of the job site and surrounding traffic & stage area affected, including safety of all persons and property during the performance of the work, and the Vendor shall fully comply with all local, state, federal and other laws, rules, regulations and orders relating to safety of the public workers. Vendor shall coordinate his work so as not to interfere with the existing water service & operation.

The Vendor shall at all time keep the site in a neat and clean condition and free from accumulation of material. Upon completion of the work, the Vendor shall dispose of or remove all rubbish and other equipment or materials belonging to the Vendor. Per California Public Contract Code 6109 and Section 1777.1 or 1777.7 of the Labor Code, the City of Inglewood cannot permit a contractor or subcontractor who is ineligible to bid be awarded, or perform work on a public works project.

2. Standards Used

- Occupational Safety and Health Administration (OSHA) Safety and Health Standards
- America Water Works Association (AWWA) Specifications and Standards
- Standard Specifications for Public Works Construction 2021 (Green Book) or latest version

3. Measurement and Payment

Payment for preliminary preparation as directed by the City of Inglewood Engineer, shall be considered as included in the various bid items quoted in the Bidder’s Proposal and Statement, and no separate payment shall be made.

1. Liquid Chlorine (including tax) shall be made on a Pound (lb.) basis, which shall include all costs (all labor, materials & equipment) involved in furnishing the materials of liquid chlorine plus the sales tax, container, pallet, any other packing materials, etc., and include any other incidentals required by the City, OSHA, and AWWA Standards.

2. Delivery Charge shall be made on each basis, which shall include all costs (all labor, materials & equipment) involved in delivering the liquid chlorine to City of Inglewood Water Treatment Plant on each delivery basis. This includes all the fee’s and insurance for
delivery, processing paperwork, packaging/handling of materials and any other incidentals required by the City, OSHA, AWWA, and all other agencies to meet all regulations & standards.

4. Execution

1. The contract is for the purchase of approximately 232,000 lbs. of Liquid Chlorine which shall be packed in one-ton containers. Delivery and pickup of containers to be made at City of Inglewood Sanford M. Anderson Water Treatment Plant (WTP) at 359 North Eucalyptus Avenue, Inglewood, CA 90302.

2. All deliveries are to be made as specified. Liquid Chlorine (having a concentration of 100%) shall be delivered to the WTP on an “as needed” basis, approximately once per week. Each delivery shall consist of two (2) or three (3) one-ton cylinders. The maximum capacity per cylinder shall be 2,000 pounds.

3. The supplier must notify City personnel 24-hours prior to delivery and unloading of chemicals.

4. The trucks making the deliveries shall be equipped with a lift gate and safety stopper to insure safe loading and unloading operations.

5. Liquid Chlorine shall meet American Water Works Association (AWWA) Standard for use in the treatment of potable water, and all the properties of the Liquid Chlorine shall conform to ANSI/AWWA B301-87.

6. The one-ton cylinders shall be constructed and maintained to comply with the Hazardous Material Regulations of the US Department of Transportation, ASTM Vessel Codes, and Chlorine Institute Guidelines.

7. One-ton cylinders must be erected and equipped to accept the existing set-up at the water treatment plant (WTP), whereas existing crane can hoist & pick up the cylinder outside the Liquid Chlorine Room. Cylinders with over torque valves will not be accepted at the plant.

8. The supplier of Liquid Chlorine shall specify the brand name and submit a copy of the Assay Analysis performed. The supplier of Liquid Chlorine shall provide a chemical analysis of the product; proof of NSF approval/certificate and material safety data sheets (MSDS).
5. Security Procedure

1. The City will accept deliveries to the Water Treatment Plant (WTP) between 7:00 a.m. and 1:00 p.m. on weekdays only, unless previously agreed upon by supplier’s representative and authorized City personnel.

2. The Vendor will send photos with names of the drivers making the deliveries to the City at least 24-hours prior to delivery. The driver must have proper company I.D. with photo.

3. The truck license plate number will be faxed to the City. The City will match the numbers to assure that the truck is the same one that left the vendor’s terminal.

4. Discrepancies will result in the loads being refused. Off-loading of chemicals will be delayed until discrepancies are resolved to the City’s satisfaction.

5. Valve covers must all have a securing bolt.

6. Current, gross, tare, net weight, along with drum serial number must be written on an identification tag securely attached to each ton container. This tag must be replaced each time on the filled 1-ton cylinder. The serial number on the tag must match the serial number on the filled 1-ton container. If it fails to have properly identified and weighed chlorine ton containers may result in the shipment being rejected and return to vendor.
Bidder’s Proposal and Statement

RF-0156 Supply and Delivery of Liquid Chlorine

To the Mayor and City Council
City of Inglewood
Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the Scope of Work, and has read the accompanying "BIDDER’S CHECKLIST" and hereby agrees to provide the following: To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "Supply and Delivery of Liquid Chlorine" and in strict conformity with the Scope of Work at the following total lump sum price (final price to include all taxes and fees).

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Liquid Chlorine</td>
<td>Pound (lb.)</td>
<td>232,000</td>
<td>$1.6515</td>
<td>$383,148.00</td>
</tr>
<tr>
<td>2</td>
<td>Delivery Charge</td>
<td>each</td>
<td>55</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The City of Inglewood Water Treatment Plant uses Liquid Chlorine for treatment. Per California Department of Tax & Fee Administration Annotation 275.0000 GAS, ELECTRICITY, AND WATER Sub-Section 275.0280(b) WATER ADDITIVES, it states that the chemicals added to water which is resold in the water and may be purchased ex-tax.

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<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>$383,148.00</td>
</tr>
<tr>
<td>Price Includes 2.1% California Mill Assessment, No Deposits</td>
<td>Grand Total</td>
</tr>
</tbody>
</table>

Grand Total Written In Words
(In case of discrepancy between words and figures, the written amount in words shall prevail.)

Three Hundred Eighty-Three Thousand One Hundred Forty Eight Dollars and 00/100 Cents

RFB-0156 Supply and Delivery of Liquid Chlorine
The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all bids submitted; to re-advertise at its discretion.

<table>
<thead>
<tr>
<th>JCI Jones Chemicals Inc.</th>
</tr>
</thead>
</table>

**Firm's Legal Name**

1401 Del Amo Blvd

**Street Address of Firm**

Torrance, CA 90501 310-523-1629 torrance@jcichem.com

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip code</th>
<th>Phone number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**City**
Torrance

**State**
CA

**Zip code**
90501

**Phone number**
310-523-1629

**Email**
torrance@jcichem.com

<table>
<thead>
<tr>
<th>Vice President West Coast, Branch Manager</th>
<th>January 31, 2023</th>
</tr>
</thead>
</table>

**Authorized Signature**

Tim Ross

**Title**

Vice President West Coast, Branch Manager

**Date**

January 31, 2023

**Type or Print Above Name**

16-0809645

**Tax Identification Number**

N/A

**If Contractor (must provide license number)**

RFB-0156 Supply and Delivery of Liquid Chlorine
The City of Inglewood, California hereby extends an invitation to submit a bid in accordance with this document, to provide labor and or materials for the designated purchase. **Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request.** There is no expressed or implied obligation for the City to reimburse responding firms for any expense incurred in preparing a bid in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the Bidder at the City's option.

7.1. Prices
The bid shall state the total cost for the service as specified in this document. Prices are firm and fixed for the duration of this agreement.

7.2. Payment Terms
Standard payment shall be made by City check.

7.3. Inglewood Business Tax Certificate
The Contractor agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

7.4. Sales Tax (If Applicable)
The City of Inglewood is subject to the payment of sales tax. All Contractors will be required to include in your bid the City of Inglewood sales tax rate of 10%. If a Contractor fails to include the City's sales tax rate in their bid, the City will add the 10% amount to the bid for evaluation purposes.

7.5. Insurance Requirements
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
B. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $2,000,000 per accident for bodily injury and property damage.

C. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**
For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation**
Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such coverage.
insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, Insurer, coverage, or other special circumstances.

7.6. Bid Bond

As a guaranty of good faith, each Bidder shall submit with their bid an unconditional bidder’s bond or certified or cashier’s check (ten percent of total bid), drawn on a solvent State or National bank, or cash in the sum stated in the Invitation to Submit Bids, payable to the City of Inglewood, said Bidder’s bond or check to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said Bidder’s bond or check will render it informal and may, at the option of the City, result in the rejection of the bid under which such Bidder’s bond or check is submitted. If a bidder to whom an award is made fails or refuses to execute the contract and furnish the required bonds, all within the time stated, said Bidder’s bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the City and shall be subject to deposit with the Treasurer of the City as other monies belonging to the City, the amount thereof being agreed to by the Bidder as liquidated damages due the City. Within 15 days after the award of the contract, the City of Inglewood will return the bid guarantees accompanying the bids which are not to be considered in making the award. All other bid guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders.

7.7. Indemnification

The Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which has been caused by the sole negligence or willful conduct of the City.

7.8. “Or Equal Clause”

Whenever a material, article, or piece of equipment is identified in the specifications or on the plans by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other manufacturers and vendors which will perform adequately in the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the City, of equal substance and function. Said materials, articles
or equipment shall not be purchased or installed by the Contractor without the City's written approval.

7.9. Non-Discrimination

California State Labor Code §1735; Discrimination in Employment Because of Race, Color, etc. No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

7.10. Disadvantaged Business Participation

It is the policy of the City to provide minorities, women, and local businesses with the opportunity to compete for and participate in City contracts whenever possible. The firm awarded a contract through this RFB process will be required to demonstrate its best efforts to enhance employment opportunities for minorities, women, and local businesses for subcontract opportunities.

7.11. Execution of Agreement

The Contractor to whom award is made shall furnish all goods/services in accordance with the provisions hereof and within the time stated in the bid. If the Contractor to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the Contractor whose bid is next most acceptable to the City. Such Contractor shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

7.12. Termination of Agreement

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

7.13. Right to Withhold Payment

It is the right of the City to withhold payment when:

1. Defective materials are not remedied under the provisions of specifications;
2. There are claims or liens filed or reasonable evidence indicating probable filings of claims or liens against the Contractor.

Whenever the City withholds any monies otherwise due to the Contractor, the City shall, in accordance herewith, provide the Contractor with written notice of the amount withheld and the
reasons, therefore. When the Contractor removes the grounds for such withholding, the City will pay the amount withheld to the Contractor within 35 calendar days.

7.14. Manufactured
The City shall only accept bids for products that are manufactured for use in the USA. Firms or companies shall not submit bids for substandard, "gray market" versions of the items called for in the Bid or items that are manufactured for overseas use. All product labels and instructions shall be printed in English. If firms or companies awarded this contract fails to meet these requirements, the City reserves the right to terminate the Agreement and award the contract to the next lowest Bidder.

7.15. Warranty
All workmanship, parts, and materials furnished for all of the work shall be unconditionally warranted against failures or defects for a period of one (1) year from the date of acceptance by the Project Manager.

7.16. Delivery
All orders shall be delivered (as specified) to the Inglewood Water Treatment Plant, 359 North Eucalyptus Avenue, Inglewood, California 90302, and Attention to: Ismael Perez. If for some reason the seller is unable to meet the delivery requirements, the seller must immediately notify the Inglewood Water Treatment Plant representative (Mr. Ismael Perez). If, because of delay in delivery, the City must procure the items from another source, the seller shall be liable for any costs to the City over and above the price for said items.

7.17. No Binding Contract
This RFB process shall in no way create a binding contract, agreement or offer of any kind between the City and proposer. If the City selects a contractor as a result of this process, legal rights and obligations shall only arise upon the execution of an agreement by all parties thereto, and such legal rights and obligations of each party shall only be those rights and obligations specifically set forth in the agreement and any other documents specifically referred to therein.

7.18. Choice of Law and Venue
This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

7.19. Right to Alter
The City reserves the right to alter or postpone this procurement and selection process in any way for its convenience at any time. It may also choose to waive any defects in any submittal, issue a new RFB, hire any Contractor it deems appropriate, or reject all submittals at its sole and absolute discretion.

RFB-0156 Supply and Delivery of Liquid Chlorine
7.20. Addendums

In the event that it becomes necessary to clarify or revise this RFB, such clarification or revision will be by Addendum. Any Addendum will become part of this RFB and part of any contract awarded as a result of this RFB.

All addenda will be issued on the City of Inglewood “bid opportunities (PlanetBids)” web page. Click on the professional auditing services listed on the cover page of this document.

To access addenda use the following web page address:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

There are no designated dates for release of addenda. Therefore, interested Contractor’s should check the Purchasing “Bid Opportunities (PlanetBids)” webpage on a daily basis. Contractor’s with no access to the internet should call the Purchasing and Contract Services Division to inquire about any issued addendums. It is the Contractor’s responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages Contractor’s to send a signed copy of each addendum with your bid. If no signed addendum is returned with your bid, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the City’s PlanetBids portal.

7.21. Agreement Term

This agreement is for one (1) year with the option for one extension two months.
References
Please provide references for similar type of work.

<table>
<thead>
<tr>
<th>Organization/Agency:</th>
<th>City of San Diego</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person and Title:</td>
<td>Vanessa Delgado, Supervising Procurement Contracting Officer</td>
</tr>
<tr>
<td>Phone Number and E-mail:</td>
<td>619-236-6248, <a href="mailto:CDelgado@sandiego.gov">CDelgado@sandiego.gov</a></td>
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<tr>
<td>Contract Value:</td>
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<tr>
<td>Contact Person and Title:</td>
<td>Ron Orantes, Contract Administrator</td>
</tr>
<tr>
<td>Phone Number and E-mail:</td>
<td>818-771-6007, <a href="mailto:Ronald.Orantes@ladwp.com">Ronald.Orantes@ladwp.com</a></td>
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<tr>
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<tr>
<td>Worked performed:</td>
<td>Supply &amp; Deliver Chlorine Tons &amp; Railcars</td>
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<tr>
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<th>City of Pasadena</th>
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<tbody>
<tr>
<td>Contact Person and Title:</td>
<td>Leon Vasquez, Management Analyst</td>
</tr>
<tr>
<td>Phone Number and E-mail:</td>
<td>626-744-6897, <a href="mailto:levasquez@cityofpasadena.net">levasquez@cityofpasadena.net</a></td>
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<tr>
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<td>Worked performed:</td>
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<tr>
<th>Organization/Agency:</th>
<th>Santa Fe Irrigation District</th>
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<tr>
<td>Contact Person and Title:</td>
<td>Elijah Standing Warrior, Chief Operator</td>
</tr>
<tr>
<td>Phone Number and E-mail:</td>
<td>858-227-5824, <a href="mailto:standingwarrior@sfidwater.org">standingwarrior@sfidwater.org</a></td>
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<tr>
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<table>
<thead>
<tr>
<th>Organization/Agency:</th>
<th>Central Coast Water Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person and Title:</td>
<td>Darrin Dargatz, Water Treatment Plant Supervisor</td>
</tr>
<tr>
<td>Phone Number and E-mail:</td>
<td>805-975-0113, <a href="mailto:dd@ccwa.com">dd@ccwa.com</a></td>
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<tr>
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</table>

RFB-0156 Supply and Delivery of Liquid Chlorine
Declaration of Bidder

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this bid and in such capacity I am empowered to submit this bid on behalf of (organization):

JCI Jones Chemicals Inc.

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: [Signature]
Printed Name: Tim Ross
Position/Title: Vice President West Coast, Branch Manager
Date of Execution: January 31, 2023
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The Bidder's response as requested below will in no way affect the City of Inglewood's consideration of this bid.

Please indicate if this bid will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this bid.

Yes______ No______ X Length of time ____________________ Days/Months
Non-Collusion Declaration

The undersigned hereby declares and says:

I am the Vice President West Coast Branch Manager of JCI Jones Chemicals Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

Supply and Delivery of Liquid Chlorine RFB-0156

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 31, 2023 [date], at Torrance [city], California [state].

Signature of Officer or Authorized Agent

RFB-0156 Supply and Delivery of Liquid Chlorine
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity
of the individual who signed the document to which this certificate is attached,
and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

On JAN, 31, 2023 before me, CRISTETA A. BLONGRAN, NOTARY PUBLIC
(person who administered oath)
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cristeta A. Blongran
COMMISSION # 210152391
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires: 8-Mar-2024

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

CITY OF INGLEWOOD

(Red - CID-01523)

(Document Date 01-31-23)

Number of Pages

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)
☐ Corporate Officer
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and,
if needed, should be completed and attached to the document. Acknowledgments
from other states may be completed for documents being sent to that state so long
as the wording does not require the California notary to violate California notary
law.

☐ State and County information must be the State and County where the document
signer(s) personally appeared before the notary public for acknowledgment.

☐ Date of notarization must be the date that the signer(s) personally appeared which
must also be the same date the acknowledgment is completed.

☐ The notary public must print his or her name as it appears within his or her
commission followed by a comma and then your title (notary public).

☐ Print the name(s) of document signer(s) who personally appear at the time of
notarization.

☐ Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this
information may lead to rejection of document recording.

☐ The notary seal impression must be clear and photographically reproducible.
Impression must not cover text or lines. If seal impression smudges, re-seal if a
sufficient area permits, otherwise complete a different acknowledgment form.

☐ Signature of the notary public must match the signature on file with the office of
the county clerk.

☐ Additional information is not required but could help to ensure this
acknowledgment is not misused or attached to a different document.

☐ Indicate title or type of attached document, number of pages and date.

☐ Indicate the capacity claimed by the signer. If the claimed capacity is a
corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

☐ Securely attach this document to the signed document with a staple.
No Bid Form

TO ALL BIDDERS:

IF YOU DO NOT INTEND TO SUBMIT A BID FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN IMMEDIATELY TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

Check One
Here

_______ THE FIRM BELOW CANNOT PROVIDE THE GOODS/SERVICES AS SPECIFIED, PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

_______ THE FIRM BELOW CANNOT SUBMIT A BID AT THIS TIME BECAUSE OF THE FOLLOWING:

_______ THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME.

RFB Number: __________________________

Name of Firm: __________________________

Address: __________________________

Phone Number: __________________________

Name of individual: __________________________

Signature and Date: __________________________

RFB-0156 Supply and Delivery of Liquid Chlorine
Bidder Checklist

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOW:

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed in on page 5? 
      Please Check Here

2. BID:
   a. Have you responded to the proposed scope of work? 
   b. Is the bid properly signed and dated? 
   c. If the bid is being submitted by a corporation, is the corporate seal affixed to the bid? 
   d. Have you submitted all requirements per this Request for Bid? 

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Bidder? 
   b. Have you completed the Extension of Contract to other Public Agencies? 
   c. Have you completed and signed the Non-Collusion Declaration? 
   d. Have you examined and understand the requirements and forms to be furnished on the project? 

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 4.3, entitled Inglewood Business Tax Certificate? 

RFB-0156 Supply and Delivery of Liquid Chlorine
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

INSURED
JCI Jones Chemicals, Inc.
1765 Ringling Boulevard
Sarasota FL 34236

CERTIFICATE NUMBER: 1273844861

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIM

B

X

COMMERICAL GENERAL LIABILITY

Y

ENV00003360-22

11/15/2022

EACH OCCURRENCE $1,000,000

ADDED

ADD

POLICY NUMBER

PERIOD

LIMITS

POLICY EFF

POLICY EXP

GOV

LOC

EXCLUDED

LOC

POLICY

POLICY

CLAIMS-MADE

CLAIMS-MADE

C

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ENV00003368-22

11/15/2022

EACH OCCURRENCE

LIMIT

$1,000,000

$50,000

ENV00003360-22

11/15/2022

EACH OCCURRENCE

LIMIT

$1,000,000

$50,000

ENV00003368-22

11/15/2022

EACH OCCURRENCE

LIMIT

$1,000,000

$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Aspen Specialty Insurance Company - $10M Excess $15M

EX000UR22

Limit of Liability: $10,000,000

Effective 11/16/2022-11/15/2023

City of Inglewood, its officials, employees, and agents are shown as an additional insured solely with respect to General Liability coverage as evidenced herein on a primary-non-contributory basis and Auto Liability coverages as required by written contract with respect to work performed by the named insured. 30 Days Notice of Cancellation applies in favor of Certificate Holder as required by written contract.

CERTIFICATE HOLDER

City of Inglewood
Risk Management
One Manchester Blvd
Inglewood CA 90301
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved

ACORD 25 (2016/03)
Payment Instructions: ACH and Wire

BANK: Bank OZK
8300 Douglas Ave- Suite 810
Dallas, TX 75225
Ray Dunavant: (214) 750-4800

BENEFICIARY: JCI Jones Chemicals Inc

ACCOUNT #: 2804444623
ACCOUNT TYPE: Checking

ACH ROUTING #: 082907273
WIRE ROUTING #: 082907273

Please email payment remittance advice to ar@jcichem.com.

Should you have any questions please contact our Accounts Receivable department using the email address above.

Thank you!

JCI Jones Chemicals, Inc

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • Telephone: 941.330.1537 • Facsimile: 941.330.9657 • 800.477.1073
Smaller Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Elverary, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com
JCI Jones Chemicals, Inc.
Consent to Shareholder Action

January 14, 2022

I, the undersigned shareholder, being the holder of all shares of stock of the above company now outstanding, hereby resolve as follows:

1. Cris Blomgren, Office Manager
2. Tim Ross, Branch Manager

are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

[Signature]
Jeffrey W. Jones, C.E.O. & President

Attest:

[Signature]
Summer Mello, National Sales Coordinator

Corporate Offices • 1765 Ringling Blvd • Sarasota, Florida 34236 • Telephone: 941.330.1537 • Facsimile: 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com
CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
Report Reference MH18026-20020821
Issue Date 2014-APRIL-16

Issued to: JCI JONES CHEMICALS INC
1765 RINGLING BLVD
SARASOTA FL 34236

This is to certify that representative samples of
DRINKING WATER TREATMENT CHEMICALS
Sunny Sol® Chlorine

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 60 - Drinking Water Treatment Chemicals -
Health Effects

Additional Information: See the UL Online Certifications Directory at

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being
covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian
requirements.

The UL Classification Mark includes: the UL in a circle symbol: with the word "CLASSIFIED" (as
shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent
of UL's evaluation of the product; and the product category name (product identity) as indicated in
the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification
Mark for Canada: with the word "CLASSIFIED" (as shown); a control number (may be
alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product;
and the product category name (product identity) in English, French, or English/French as indicated
in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested
according to the current UL requirements.

[Signature]
Director, Additives, North American Certification Programs
UL LLC

Any information and documentation issued by UL, whether or not referred to in this certificate, is Confidential and the property of UL. For questions, please
call UL at 1-800-963-9797. See back of UL Certificate for additional terms of sale and use of mark. A copy of this certificate is available on the UL website.

Page 1 of 1
## SAFETY DATA SHEET

### Chlorine

### Section 1. Identification

<table>
<thead>
<tr>
<th>GHS product Identifier</th>
<th>: Chlorine</th>
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<tr>
<td>Chemical name</td>
<td>: chlorine</td>
</tr>
<tr>
<td>Other means of</td>
<td>: Cl₂; Bertholite; Chloor; Chlor; Chlore; Chlorine mol.; Cloro; Molecular chlorine; UN 1017</td>
</tr>
<tr>
<td>Identification</td>
<td>: Synthetic/Analytical chemistry. Cl₂; Bertholite; Chloor; Chlor; Chlore; Chlorine mol.; Cloro; Molecular chlorine; UN</td>
</tr>
</tbody>
</table>

| SDS #                  | : 1017 |
|                       | : 001015 |

### Section 2. Hazards identification

| OSHA/HCS status        | : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200). |
|                       | :
| Classification of the | : OXIDIZING GASES - Category 1 |
| substance or mixture   | : GASES UNDER PRESSURE - Compressed gas |
|                       | : ACUTE TOXICITY (inhalation) - Category 2 |
|                       | : SKIN CORROSION/IRRITATION - Category 1 |
|                       | : SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1 |
|                       | : AQUATIC HAZARD (ACUTE) - Category 1 |
|                       | : AQUATIC HAZARD (LONG-TERM) - Category 1 |
| GHS label elements     | :
| Hazard pictograms      | :

| Signal word            | : Danger |
| Hazard statements      | :
|                       | : May cause or intensify fire; oxidizer. |
|                       | : Contains gas under pressure; may explode if heated. |
|                       | : Fatal if inhaled. |
|                       | : Causes severe skin burns and eye damage. |
|                       | : Very toxic to aquatic life with long lasting effects. |

### Precautionary statements

| General                | :
|                       | : Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Open valve slowly. Use only with equipment cleaned for Oxygen service. |

| Prevention             | :
|                       | : Wear protective gloves. Wear eye or face protection. Wear protective clothing. Wear respiratory protection. Keep away from clothing, incompatible materials and combustible materials. Keep reduction valves, valves and fittings free from oil and grease. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Do not breathe gas. Wash hands thoroughly after handling. |

---

| Date of issue/Date of revision | : 3/23/2017 |
| Date of previous issue        | : No previous validation |
| Version                       | : 0.01 |
| 1/13                           | : |
Section 2. Hazards identification

Response
Collect spillage. In case of fire: Stop leak if safe to do so. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER or physician. IF SWALLOWED: Immediately call a POISON CENTER or physician. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or physician. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or physician.

Storage
Store locked up. Protect from sunlight when ambient temperature exceeds 52°C/125°F. Store in a well-ventilated place.

Disposal
Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazard not otherwise classified
In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation.

Section 3. Composition/information on ingredients

Substance/mixture
Substance

Chemical name
chlorine

Other means of identification
Cl₂; Bertholite; Chloor; Chlor; Chlorine mol.; Cloro; Molecular chlorine; UN 1017

CAS number/other identifiers

<table>
<thead>
<tr>
<th>Chemical name</th>
<th>CAS number</th>
<th>Product code</th>
</tr>
</thead>
<tbody>
<tr>
<td>chlorine</td>
<td>7782-50-5</td>
<td>001015</td>
</tr>
</tbody>
</table>

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact
Get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician.

Inhalation
Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact
Get medical attention immediately. Call a poison center or physician. Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it; or wear gloves. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion
As this product is a gas, refer to the inhalation section.

Most important symptoms/effects, acute and delayed

Date of issue/Date of revision: 3/2/2017
Date of previous issue: No previous validation
Version: 0.01
Page: 2/13
### Section 4. First aid measures

<table>
<thead>
<tr>
<th>Potential acute health effects</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eye contact</strong></td>
<td>Causes serious eye damage. Contact with rapidly expanding gas may cause burns or frostbite.</td>
</tr>
<tr>
<td><strong>Inhalation</strong></td>
<td>Fatal if inhaled. May cause respiratory irritation.</td>
</tr>
<tr>
<td><strong>Skin contact</strong></td>
<td>Causes severe burns. Contact with rapidly expanding gas may cause burns or frostbite.</td>
</tr>
<tr>
<td><strong>Frostbite</strong></td>
<td>Try to warm up the frozen tissues and seek medical attention.</td>
</tr>
<tr>
<td><strong>Ingestion</strong></td>
<td>As this product is a gas, refer to the inhalation section.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Over-exposure signs/symptoms</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eye contact</strong></td>
<td>Adverse symptoms may include the following: pain, watering, redness</td>
</tr>
<tr>
<td><strong>Inhalation</strong></td>
<td>Adverse symptoms may include the following: respiratory tract irritation, coughing</td>
</tr>
<tr>
<td><strong>Skin contact</strong></td>
<td>Adverse symptoms may include the following: pain or irritation, redness, blistering may occur</td>
</tr>
<tr>
<td><strong>Ingestion</strong></td>
<td>Adverse symptoms may include the following: stomach pains</td>
</tr>
</tbody>
</table>

**Indication of immediate medical attention and special treatment needed, if necessary**

**Notes to physician**

Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

**Specific treatments**

No specific treatment.

**Protection of first-aiders**

No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

---

**Section 5. Fire-fighting measures**

<table>
<thead>
<tr>
<th>Extinguishing media</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Suitable extinguishing media</strong></td>
<td>Use an extinguishing agent suitable for the surrounding fire.</td>
</tr>
<tr>
<td><strong>Unsuitable extinguishing media</strong></td>
<td>None known.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specific hazards arising from the chemical</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contains gas under pressure. Oxidizing material. This material increases the risk of fire and may aid combustion. Contact with combustible material may cause fire. In a fire or if heated, a pressure increase will occur and the container may burst or explode. This material is very toxic to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.</td>
<td></td>
</tr>
</tbody>
</table>

| Hazardous thermal decomposition products | Decomposition products may include the following materials: halogenated compounds |

<table>
<thead>
<tr>
<th>Special protective actions for fire-fighters</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool. If involved in fire, shut off flow immediately if it can be done without risk.</td>
<td></td>
</tr>
</tbody>
</table>

| Special protective equipment for fire-fighters | Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode. |

---
Section 6. Accidental release measures

**Personal precautions, protective equipment and emergency procedures**

*For non-emergency personnel:* No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

*For emergency responders:* If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

**Environmental precautions:** Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

**Methods and materials for containment and cleaning up**

*Small spill:* Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment.

*Large spill:* Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

**Precautions for safe handling**

*Protective measures:* Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Do not get in eyes or on skin or clothing. Do not breathe gas. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Keep away from clothing, incompatible materials and combustible materials. Keep reduction valves free from grease and oil. Empty containers retain product residue and can be hazardous. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

*Advice on general occupational hygiene:* Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

*Conditions for safe storage, including any Incompatibilities:* Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Store locked up. Separate from acids, alkalis, reducing agents and combustibles. Keep container tightly closed and sealed until ready for use. Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F).

Section 8. Exposure controls/personal protection

**Control parameters**

**Occupational exposure limits**
### Section 8. Exposure controls/personal protection

<table>
<thead>
<tr>
<th>Ingredient name</th>
<th>Exposure limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>chlorine</td>
<td>AGCH TLV (United States, 3/2016). STEL: 2.9 mg/m³ 15 minutes. STEL: 1 ppm 15 minutes. TWA: 1.5 mg/m³ 8 hours. TWA: 0.5 ppm 8 hours. NIOSH REL (United States, 10/2013). CEIL: 1.45 mg/m³ 15 minutes. CEIL: 0.5 ppm 15 minutes. OSHA PEL (United States, 6/2016). CEIL: 3 mg/m³ CEIL: 1 ppm OSHA PEL 1989 (United States, 3/1989). STEL: 3 mg/m³ 15 minutes. STEL: 1 ppm 15 minutes. TWA: 1.5 mg/m³ 8 hours. TWA: 0.5 ppm 8 hours.</td>
</tr>
</tbody>
</table>

**Appropriate engineering controls**

- Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

**Environmental exposure controls**

- Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

**Individual protection measures**

**Hygiene measures**

- Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period.
- Appropriate techniques should be used to remove potentially contaminated clothing.
- Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

**Eye/face protection**

- Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead.

**Skin protection**

**Hand protection**

- Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

**Body protection**

- Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

**Other skin protection**

- Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

**Respiratory protection**

- Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.
Section 9. Physical and chemical properties

**Appearance**
- Physical state: Gas. [GREENISH-YELLOW GAS WITH SUFFOCATING ODOR]
- Molecular weight: 70.9 g/mole
- Molecular formula: Cl2
- Boiling/condensation point: -34°C (-28.2°F)
- Melting/freezing point: -191°C (-149.8°F)
- Critical temperature: 143.85°C (290.9°F)
- Odor: Pungent.
- Odor threshold: Not available.
- pH: Not available.
- Flash point: [Product does not sustain combustion.]
- Burning time: Not applicable.
- Burning rate: Not applicable.
- Evaporation rate: Not applicable.
- Flammability (solid, gas): Extremely flammable in the presence of the following materials or conditions: reducing materials, combustible materials, organic materials and alkalis.
- Lower and upper explosive (flammable) limits: Not available.
- Vapor pressure: 85.3 (psig)
- Vapor density: 2.5 (Air = 1)
- Specific Volume (ft³/lb): 5.4054
- Gas Density (lb/ft³): 0.185
- Relative density: Not applicable.
- Solubility: Very slightly soluble in the following materials: cold water.
- Solubility in water: 7.41 g/l
- Partition coefficient: n-octanol/water: Not available.
- Auto-ignition temperature: Not available.
- Decomposition temperature: Not available.
- SADT: Not available.
- Viscosity: Not applicable.

Section 10. Stability and reactivity

- Reactivity: No specific test data related to reactivity available for this product or its ingredients.
- Chemical stability: The product is stable.
- Possibility of hazardous reactions: Hazardous reactions or instability may occur under certain conditions of storage or use. Conditions may include the following: contact with combustible materials. Reactions may include the following: risk of causing fire.
- Conditions to avoid: No specific data.
Section 10. Stability and reactivity

Incompatible materials: Highly reactive or incompatible with the following materials:
combustible materials
reducing materials
grease
coil

Hazardous decomposition products: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Hazardous polymerization: Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

<table>
<thead>
<tr>
<th>Product/Ingredient name</th>
<th>Result</th>
<th>Species</th>
<th>Dose</th>
<th>Exposure</th>
</tr>
</thead>
<tbody>
<tr>
<td>chlorine</td>
<td>LC50 Inhalation Gas.</td>
<td>Rat</td>
<td>293 ppm</td>
<td>1 hours</td>
</tr>
</tbody>
</table>

IDLH: 10 ppm

Irritation/Corrosion
Not available.

Sensitization
Not available.

Mutagenicity
Not available.

Carcinogenicity
Not available.

Reproductive toxicity
Not available.

Teratogenicity
Not available.

Specific target organ toxicity (single exposure)

<table>
<thead>
<tr>
<th>Name</th>
<th>Category</th>
<th>Route of exposure</th>
<th>Target organs</th>
</tr>
</thead>
<tbody>
<tr>
<td>chlorine</td>
<td>Category 3</td>
<td>Not applicable.</td>
<td>Respiratory tract irritation</td>
</tr>
</tbody>
</table>

Specific target organ toxicity (repeated exposure)
Not available.

Aspiration hazard
Not available.

Information on the likely routes of exposure

Potential acute health effects

Eye contact: Causes serious eye damage. Contact with rapidly expanding gas may cause burns or frostbite.

Inhalation: Fatal if inhaled. May cause respiratory irritation.

Skin contact: Causes severe burns. Contact with rapidly expanding gas may cause burns or frostbite.
Section 11. Toxicological information

Ingestion: As this product is a gas, refer to the inhalation section.

Symptoms related to the physical, chemical and toxicological characteristics:

Eye contact: Adverse symptoms may include the following; pain, watering, redness
Inhalation: Adverse symptoms may include the following; respiratory tract irritation, coughing
Skin contact: Adverse symptoms may include the following; pain or irritation, redness, blistering may occur
Ingestion: Adverse symptoms may include the following; stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure
Potential immediate effects: Not available.
Potential delayed effects: Not available.

Long term exposure
Potential immediate effects: Not available.
Potential delayed effects: Not available.

Potential chronic health effects:
Not available.

General: No known significant effects or critical hazards.
Carcinogenicity: No known significant effects or critical hazards.
Mutagenicity: No known significant effects or critical hazards.
Teratogenicity: No known significant effects or critical hazards.
Developmental effects: No known significant effects or critical hazards.
Fertility effects: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates
Not available.

Section 12. Ecological information

Toxicity

<table>
<thead>
<tr>
<th>Product/ingredient name</th>
<th>Result</th>
<th>Species</th>
<th>Exposure</th>
</tr>
</thead>
<tbody>
<tr>
<td>chlorine</td>
<td>Acute EC50 5.1 ppm Marine water</td>
<td>Algae - Macrocystis pyrifera - Young</td>
<td>4 days</td>
</tr>
<tr>
<td></td>
<td>Acute EC50 930000 µg/l Fresh water</td>
<td>Aquatic plants - Lemna minor</td>
<td>4 days</td>
</tr>
<tr>
<td></td>
<td>Acute LC50 2.03 µg/l Fresh water</td>
<td>Crustaceans - Asellus racovitzai</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>Acute LC50 30 µg/l Fresh water</td>
<td>Daphnia - Daphnia pulex</td>
<td>48 hours</td>
</tr>
<tr>
<td></td>
<td>Acute LC50 14 µg/l Fresh water</td>
<td>Fish - Oncorhynchus mykiss</td>
<td>96 hours</td>
</tr>
</tbody>
</table>

Persistence and degradability
Not available.

Bioaccumulative potential
Not available.

Mobility in soil
Section 12. Ecological information

**Soil/water partition coefficient (Koc)**

Not available.

**Other adverse effects**

No known significant effects or critical hazards.

Section 13. Disposal considerations

**Disposal methods**

The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

<table>
<thead>
<tr>
<th>DOT</th>
<th>TDG</th>
<th>Mexico</th>
<th>IMDG</th>
<th>IATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>UN number</td>
<td>UN1017</td>
<td>UN1017</td>
<td>UN1017</td>
<td>UN1017</td>
</tr>
<tr>
<td>UN proper shipping name</td>
<td>CHLORINE</td>
<td>CHLORINE</td>
<td>CHLORINE</td>
<td>CHLORINE</td>
</tr>
<tr>
<td>Transport hazard class(es)</td>
<td>2.3 (5.1, 8)</td>
<td>2.3 (5.1, 8)</td>
<td>2.3 (5.1, 8)</td>
<td>2.3 (8)</td>
</tr>
<tr>
<td>Packing group</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Additional information</td>
<td>Toxic - Inhalation hazard Zone B</td>
<td>Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2), 2.32-2.35 (Class 5), 2.40-2.42 (Class 8), 2.7 (Marine pollutant mark)</td>
<td>The marine pollutant mark is not required when transported in sizes of &lt;5 L or &lt;5 kg.</td>
<td>The environmentaly hazardous substance mark may appear if required by other transportation regulations.</td>
</tr>
<tr>
<td>Reportable quantity</td>
<td>10 lbs / 4.54 kg</td>
<td>Explosive Limit and Limited Quantity Index</td>
<td>0</td>
<td>ERAP Index</td>
</tr>
<tr>
<td>Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.</td>
<td>Passenger Carrying Ship Index</td>
<td>Forbidden</td>
<td>Passenger Carrying Road or Rail Index</td>
<td>Passenger Carrying Aircraft Only</td>
</tr>
<tr>
<td>Limited quantity</td>
<td>Yes</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Packaging Instruction</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
Section 14. Transport information

<table>
<thead>
<tr>
<th>Passenger aircraft</th>
<th>Cargo aircraft</th>
<th>Special provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity limitation</td>
<td>Forbidden</td>
<td>2, B9, B14, 550, TP19</td>
</tr>
</tbody>
</table>

"Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product."

Special precautions for user: Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code: Not available.

Section 15. Regulatory information

U.S. Federal regulations:
- TSCA 8(a) CDR Exempt/Partial exemption: Not determined
- United States inventory (TSCA 8b): This material is listed or exempted.
- Clean Water Act (CWA) 311: chlorine
- Clean Air Act (CAA) 112 regulated toxic substances: chlorine

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs):
- Not listed

Clean Air Act Section 602 Class I Substances:
- Not listed

Clean Air Act Section 602 Class II Substances:
- Not listed

DEA List I Chemicals (Precursor Chemicals):
- Not listed

DEA List II Chemicals (Essential Chemicals):
- Not listed

SARA 302/304 Composition/information on ingredients:

<table>
<thead>
<tr>
<th>Name</th>
<th>%</th>
<th>EHS</th>
<th>SARA 302 TPQ (lbs)</th>
<th>SARA 304 RQ (gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>chlorine</td>
<td>100</td>
<td>Yes</td>
<td>100</td>
<td>10</td>
</tr>
</tbody>
</table>

SARA 304 RQ: 10 lbs / 4.5 kg

SARA 311/312 Classification:
- Sudden release of pressure
- Immediate (acute) health hazard

Composition/information on ingredients
Section 15. Regulatory information

<table>
<thead>
<tr>
<th>Name</th>
<th>%</th>
<th>Fire hazard</th>
<th>Sudden release of pressure</th>
<th>Reactive</th>
<th>Immediate (acute) health hazard</th>
<th>Delayed (chronic) health hazard</th>
</tr>
</thead>
<tbody>
<tr>
<td>chlorine</td>
<td>100</td>
<td>No.</td>
<td>Yes.</td>
<td>No.</td>
<td>Yes.</td>
<td>No.</td>
</tr>
</tbody>
</table>

**SARA 313**

<table>
<thead>
<tr>
<th>Product name</th>
<th>CAS number</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form R - Reporting requirements</td>
<td>chlorine</td>
<td>7782-50-5</td>
</tr>
<tr>
<td>Supplier notification</td>
<td>chlorine</td>
<td>7782-50-5</td>
</tr>
</tbody>
</table>

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

**State regulations**
- Massachusetts: This material is listed.
- New York: This material is listed.
- New Jersey: This material is listed.
- Pennsylvania: This material is listed.

**International regulations**

**National inventory**
- Australia: This material is listed or exempted.
- Canada: This material is listed or exempted.
- China: This material is listed or exempted.
- Europe: This material is listed or exempted.
- Japan: Not determined.
- Malaysia: This material is listed or exempted.
- New Zealand: This material is listed or exempted.
- Philippines: This material is listed or exempted.
- Republic of Korea: This material is listed or exempted.
- Taiwan: This material is listed or exempted.

**Canada**

**WHMIS (Canada)**
- Class A: Compressed gas.
- Class D-I-A: Material causing immediate and serious toxic effects (Very toxic).
- Class E: Corrosive material

**CEPA Toxic substances**: This material is not listed.
- Canadian ARET: This material is not listed.
- Canadian NPRI: This material is listed.
- Alberta Designated Substances: This material is not listed.
- Ontario Designated Substances: This material is not listed.
- Quebec Designated Substances: This material is not listed.

Section 16. Other information

**Canada Label requirements**
- Class A: Compressed gas.
- Class D-I-A: Material causing immediate and serious toxic effects (Very toxic).
- Class E: Corrosive material

**Hazardous Material Information System (U.S.A.)**

<table>
<thead>
<tr>
<th>Health</th>
<th>Flammability</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>0</td>
</tr>
</tbody>
</table>
Section 16. Other information

**Physical hazards**

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on SDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6888.

The customer is responsible for determining the PPE code for this material.

**National Fire Protection Association (U.S.A.)**

Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

**Procedure used to derive the classification**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ox. Gas 1, H270</td>
<td>Expert judgment</td>
</tr>
<tr>
<td>Press. Gas Comp. Gas, H280</td>
<td>According to package</td>
</tr>
<tr>
<td>Acute Tox. 2, H330</td>
<td>On basis of test data</td>
</tr>
<tr>
<td>Skin Corr. 1, H314</td>
<td>Expert judgment</td>
</tr>
<tr>
<td>Eye Dam. 1, H318</td>
<td>Expert judgment</td>
</tr>
<tr>
<td>STOT SE 3, H335</td>
<td>Expert judgment</td>
</tr>
<tr>
<td>Aquatic Acute 1, H400</td>
<td>Expert judgment</td>
</tr>
<tr>
<td>Aquatic Chronic 1, H410</td>
<td>On basis of test data</td>
</tr>
</tbody>
</table>

**History**

- **Date of printing**: 3/23/2017
- **Date of issue/Date of revision**: 3/23/2017
- **Date of previous issue**: No previous validation
- **Version**: 0.01

**Key to abbreviations**

- ATE = Acute Toxicity Estimate
- BCF = Bioconcentration Factor
- GHS = Globally Harmonized System of Classification and Labelling of Chemicals
- IATA = International Air Transport Association
- IBC = Intermediate Bulk Container
- IMDG = International Maritime Dangerous Goods
- LogPow = logarithm of the octanol/water partition coefficient
- UN = United Nations

**References**

- Not available.

**Notice to reader**

[Version: 0.01]
Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.
AFFIDAVIT OF COMPLIANCE

CHLORINE

JCI Jones Chemicals, Inc. hereby guarantees that the chlorine comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Liquefied Chlorine, AWWA B301-18.

We believe the above certification holds true until such a time as the AWWA Standard for Liquefied Chlorine is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

JCI JONES CHEMICALS, INC.

Cris Blomgren
Office Manager / Sales Coordinator
1401 Del Amo Blvd.
Torrance, CA 90501
310-523-1629
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank:

JCI JONES CHEMICALS, INC

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:

☐ Individual/sole proprietor or ☐ single-member LLC
☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____________________________

Exemption from FATCA reporting code (if any) ____________________________

(Applies to accounts maintained outside the U.S.)

Print or type. See specific instructions on page 2.

See Specific Instructions on page 2.

5. Address (number, street, and apt. or suite no.) See instructions.

1765 RINGLING BLVD

6. City, state, and ZIP code

SARASOTA, FLORIDA 34236

7. List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

- - - - - - - -

or

Employer identification number

1 6 0 8 0 9 6 4 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date 11/28

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
OUTSIDE CITY BUSINESS TAX

The person, firm or corporation named below is granted this certificate as evidence that the business has paid the required taxes to conduct business in City of Inglewood. This certificate is not a business license and it shall not be construed as authorizing the right to conduct or continue any business. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Name: JCI JONES CHEMICALS INC
Location: 1401 W DEL AMO BLVD
Owner Name: JEFF JONES

JCI JONES CHEMICALS INC
1765 RINGLING BLVD
SARASOTA, FL 34236

OUTSIDE CITY BUSINESS TAX
Number: S-038403
Description: Chemical/Cleaning Products
Issued Date: February 10, 2023
Expiration Date: December 31, 2023

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRNS 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 INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2850 Golf Rd
Rolling Meadows IL 60008

INSURED
JCI Joness Chemicals, Inc.,
1765 Ringing Boulevard
Sarasota FL 34236

CERTIFICATE NUMBER: 2041055374

COVERAGE

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 PERMIT, 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.

<table>
<thead>
<tr>
<th>RISK</th>
<th>TYPE OF INSURANCE</th>
<th>CLAIMS-MADE</th>
<th>OCCUR</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>ENVP0000380-22</td>
<td>11/15/2022</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTER'S PREMISES (EA occurrence): $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person): $25,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMM/IP AGG: $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>Y</td>
<td>A56-291-473667-022</td>
<td>11/15/2022</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OWNED AUTO'S ONLY</td>
<td>SCHEDULED AUTO'S</td>
<td></td>
<td>COMBINED SINGLE LIMIT: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NON-OWNED AUTO'S ONLY</td>
<td></td>
<td></td>
<td>BODY INJURY (Per accident): $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODY INJURY (Per accident): $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident): $500,000</td>
</tr>
<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>EXCESS LB</td>
<td>OCCUR</td>
<td>ENVX0000386-22</td>
<td>11/15/2022</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td>EACH OCCURRENCE: $15,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $15,000,000</td>
</tr>
<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>ANY EMPLOYEE OR PARTNER, EXECUTIVE OFFICER, MEMBER, EXECUTIVE EXCLUDED (Mandatory to N/A)</td>
<td>Y</td>
<td>WC6-291-473667-012</td>
<td>11/15/2022</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH Accident: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EL DISEASE - EA EMPLOYEE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EL DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>POLLUTION LEGAL LIABILITY</td>
<td>LIABILITY</td>
<td></td>
<td>ENVX0000386-22</td>
<td>11/15/2022</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LIMIT OF LIABILITY: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DEDUCTIBLE: $50,000</td>
</tr>
</tbody>
</table>

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

The Certificate Holder shall have the right to cancel the policy upon 30 days' notice to the Insurer.

Certificate Holder:
City of Inglewood
Risk Management
One Manchester Blvd
Inglewood, CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE
**Endorsement Title**

**Additional Insured Primary and Non-Contributory Amendatory Endorsement**

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCI Jones Chemicals, Inc.</td>
<td>039</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Form</th>
<th>Policy Number</th>
<th>Policy Period</th>
<th>Enviants Endorsement Number</th>
<th>Effective Date of Endorsement</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAPLESS</td>
<td>ENVP0000380-22</td>
<td>11/15/2022 to 11/15/2023</td>
<td>GAP 10 05 7/1/2019</td>
<td>11/15/2022</td>
</tr>
</tbody>
</table>

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

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY AMENDATORY ENDORSEMENT**

Solely with respect to **§I. COVERAGES**, Section **1. COMMERCIAL GENERAL LIABILITY AND POLLUTION LIABILITY, Coverage 1A** - General Liability and Section **2. OTHER LIABILITY COVERAGES, Coverage 2A** - Personal and Advertising Injury the Policy is amended as follows:

**SCHEDULE**

<table>
<thead>
<tr>
<th>Name of Additional Insured Person(s) or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blanket where required by written <strong>insured contract</strong></td>
</tr>
</tbody>
</table>

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

1. The person(s) or organization(s) shown in the Schedule above are insureds under **§III. WHO IS AN INSURED** Paragraph F. of this Policy subject to all of the terms and condition of such paragraph.

2. Notwithstanding **§VI. CONDITIONS**, Paragraph I. **Other Insurance**, with respect to the insurance afforded to the additional insureds added by this Endorsement, this Policy shall be primary to, and non-contributory with, any other insurance available to that person or organization when required by written insured contract.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**
### Waiver of Subrogation Specific Entity Condition Amendatory Endorsement

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCI Jones Chemicals, Inc.</td>
<td>038</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Form</th>
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</tr>
</thead>
<tbody>
<tr>
<td>GAPLESS</td>
<td>ENVP0000380-22</td>
<td>11/15/2022 to 11/15/2023</td>
<td>GAP 10 31 6/1/2016</td>
<td>11/15/2022</td>
</tr>
</tbody>
</table>

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

**WAIVER OF SUBROGATION SPECIFIC ENTITY CONDITION AMENDATORY ENDORSEMENT**

It is hereby agreed that **§VI. CONDITIONS** Paragraph O. **Subrogation** is deleted in its entirety and replaced with the following:

**O. Subrogation**

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us and the insured shall not do anything to impair such rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any amounts so recovered by us shall be allocated first to the expenses incurred in such recovery prorated in accordance with each interested party's share in the total recovery, then to the insured to the extent of any Deductible it actually has paid and any payments it actually has made in excess of the applicable Limits of Liability, and last to us to the extent of our payment under this Policy. However, if the insured has waived rights of recovery against any person or organization, including the person or organization scheduled below, in a written **insured contract** prior to a **claim or loss**, we also waive such right of recovery we may have under this Policy against such person or organization.

**Schedule of Person(s) or Organization(s):**

Blanket where required by written **insured contract**

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**
DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where required by written contract</td>
</tr>
</tbody>
</table>

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverage of the Auto Dealers Coverage Form.
ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTION 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to: JCI Jones Chemicals, Inc.
of: Sarasota, FL

Oated at: Dover, NH on this: 01 day of: December 2022

Amending Policy Number: AS5-Z51473867-022
Effective Date: 11/15/2023

Name of Insurance Company: LM Insurance Corporation

Countersigned by: Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "(X)", for the limits shown:

[ ] This insurance is primary and the company shall not be liable for amounts in excess of $100,000 for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $750,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 800-245-4740.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13801, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident means any sudden, unexpected or unforeseen event or occurrence which results in bodily injury or property damage.

Motor Vehicle means a land vehicle, motorcycle, trailer, tractor, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means rehabilitation for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, water, atmosphere, or body of water, of any commodity transported by a motor carrier. This shall include the cost of resources for the removal or cleanup of the hazardous materials and the return of the environment to a condition equivalent to that existing in the absence of such materials.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability herein described, irrespective of any condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, in whole or in part, for bodily injury, death or property damage for which the company would have become liable pursuant to the insurance policy, if this endorsement had not been made.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under this policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.
## Schedule of Limits—Public Liability

<table>
<thead>
<tr>
<th>Type of carriage</th>
<th>Commodity transported</th>
<th>January 1, 1985</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Property (nonhazardous)</td>
<td>$750,000</td>
</tr>
<tr>
<td>(2) For-hire and Private (in interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 5.000 water gallons, or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packaging Group 1, Hazard Zone A material, in bulk Division 2.1 or 2.2, or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>(2) For-hire and Private (in intrastate or foreign commerce, in bulk only, with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (1) above or (4) below.</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).</td>
<td>Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packaging Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

1. The 90th day after you acquire or form the organization; or

2. The end of the policy period, whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.
II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".

2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".
"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

(2) Up to $3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.
IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV - BUSINESS AUTO CONDITIONS are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;
Policy Number: AS5-Z91-473667-022
Issued by: LM Insurance Corporation

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.
b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
   b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

   a. Any "auto" owned by that individual or by any member of his or her household; or

   b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who is An Insured:

   Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

   The following is added to Who is An Insured:

   Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

   Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

   Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

   1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or

2. $30 per day with a maximum of $900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4._coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

   (1) 10 days; or

   (2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:
(1) 60 days;
(2) The number of days shown in the Cancellation and Non-renewal Schedule; or
(3) The number of days specified in any other Cancellation Condition attached to this policy, prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and

2. Any:
   a. Overdue lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.
A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:
   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

   If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

   The following additional exclusions are added:

   This insurance does not apply:

   1. If the covered "auto" is not principally garaged and principally used in the United States.

   2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.
Policy Number AS5-Z91-473667-022
Issued by LM Insurance Corporation

Premium

Liability Included
Physical Damage Included
Total Premium Included

V. Fellow Employee
   Schedule of Employees:
   N/A

XVIII. Drive Other Car
   Name of Individual
   N/A

XX. Notice of Cancellation or Nonrenewal
   Name and Address
   Number of Days
   N/A

This endorsement applies in all states except:
AL, AR, AZ, CA, CO, CT, DC, DE, GA, ID, KS, KY, LA, MI, MN, MO, MT, NC,
ND, NJ, NY, OK, PA, RI, SD, TX, UT, VA, VT, WA, WI, WV, WY

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AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
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VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
   1. The 90th day after you acquire or form the organization; or
   2. The end of the policy period,
      whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.
II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.

2. Any of your "employees" or agents; or

3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".

2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.
IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion B.5. of SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of SECTION IV - BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - COVERED AUTOS LIABILITY COVERAGE for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for HIRED or BORROWED AUTOS, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
1. The most we will pay for coverage afforded by this endorsement is the lesser of:
   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
   b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "Insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:
a. Any "auto" owned by that individual or by any member of his or her household; or

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**: 

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. **Auto Medical Payments**, **Uninsured Motorist**, and **Underinsured Motorist Coverages** are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

**XIX. RENTAL REIMBURSEMENT COVERAGE**

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or

2. $30 per day with a maximum of $900 in any one period.
D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

   a. For reasons of non-payment, the greater of:

      (1) 10 days; or

      (2) The number of days specified in any other Cancellation Condition attached to this policy; or

   b. For reasons other than non-payment, the greater of:

      (1) 60 days;

      (2) The number of days shown in the Cancellation and Non-renewal Schedule; or

      (3) The number of days specified in any other Cancellation Condition attached to this policy, prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limits Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and

2. Any:

   a. Overdue lease/loan payments at the time of the "loss";

   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   c. Security deposits not returned by the lessor;

   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

**XXII. LIMITED MEXICO COVERAGE**

**WARNING**
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

**A. Coverage**

1. Paragraph B.7. of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

**B. Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

**C. Additional Exclusions**

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

**XXIII. WAIVER OF SUBROGATION**

Paragraph **A.5. in SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.
Schedule

Premium

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. HIred Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Limited Mexico Coverage
XXII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
   1. The 90th day after you acquire or form the organization; or
   2. The end of the policy period,
      whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

AC 84 44 11 17
Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - COVERED AUTOS LIABILITY COVERAGE, subparagraph A.1., Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion B.5. of SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of SECTION IV - BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - COVERED AUTOS LIABILITY COVERAGE for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.
X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle. For private passenger type "autos", the deductible for Comprehensive Coverage will not be less than $50.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV - BUSINESS AUTO CONDITIONS are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant, or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) As soon as reasonably possibly, send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.
(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit" even if the allegations of the "suit" are groundless or fraudulent.

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:

   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or

   b. The actual cash value of such covered "auto" at the time of the "loss".
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

   a. Any "auto" owned by that individual or by any member of his or her household; or

   b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
2. The following is added to **Who Is An Insured:**

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of Section XVIII of this endorsement.

C. **Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages** are amended as follows:

The following is added to **Who Is An Insured:**

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

**XIX. RENTAL REIMBURSEMENT COVERAGE**

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or
2. $30 per day with a maximum of $900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or
2. If coverage is provided by another endorsement attached to this policy.
E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph 4, Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to
the Named Insured, and to any name(s) and address(es) shown in the Cancellation and
Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or
(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

(1) 60 days;
(2) The number of days shown in the Cancellation and Non-renewal Schedule; or
(3) The number of days specified in any other Cancellation Condition attached to this policy;
prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto,
remain in full force and effect.

XXI. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF
THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A
CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED
BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT
ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED
MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25
MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of
the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this Section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual value, of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXII. WAIVER OF SUBROGATION

Paragraph A.5 in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.
Schedule

Premium

Liability Included
Physical Damage Included
Total Premium Included

XVIII. Drive Other Car

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XX. Notice of Cancellation or Nonrenewal

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Supplementary Payments - Increased Limits
II. Personal Property of Others
III. Additional Transportation Expense
IV. Airbag Coverage
V. Physical Damage Deductible - Single Deductible
VI. Physical Damage Deductible - Glass
VII. Physical Damage Deductible - Vehicle Tracking System
VIII. Worldwide Liability Coverage - Hired and Nonowned Autos
IX. Virginia Medical Expense Benefits - Increased Limits
X. Waiver of Subrogation

I. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraph A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are replaced by the following:

(2) Up to $3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to $500 a day because of time off from work.

II. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended by adding the following:

This exclusion does not apply to "property damage" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

III. ADDITIONAL TRANSPORTATION Expense

Paragraph A.4. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

IV. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

This exclusion does not apply to the accidental discharge of an airbag.
V. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos". However, if you would receive a higher payment if the separate deductible applicable to each covered "auto" were applied, such higher payment will apply.

VI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

VII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

VIII. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

   If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

   The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

   The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

   We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

   Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.
IX. VIRGINIA MEDICAL EXPENSE BENEFITS - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Virginia Medical Expense Benefits will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Virginia Medical Expense Benefits is shown on the Declarations, this paragraph Section IX of this endorsement does not apply.

X. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Schedule

Premium:
Liability Included
Physical Damage Included

Total Premium Included
Policy Number AS5-Z91-473667-022
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
   1. The 90th day after you acquire or form the organization; or
   2. The end of the policy period,
      whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.
II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.
IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion B.5. of SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of SECTION IV - BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - COVERED AUTOS LIABILITY COVERAGE for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business
1. The most we will pay for coverage afforded by this endorsement is the lesser of:
   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
   b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:
   a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
   b. The amount which the resale value of the "auto" is increased from the repair or replacement.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.
B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:
   a. Any "auto" owned by that individual or by any member of his or her household; or
   b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

   Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

   The following is added to Who Is An Insured:

   Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

   Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

   Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

   1. Any "auto" owned by that individual or by any member of his or her household; or
   2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

   1. Necessary and actual expenses incurred; or
2. $30 per day with a maximum of $900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or
2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

   a. For reasons of non-payment, the greater of:

      (1) 10 days; or
      (2) The number of days specified in any other Cancellation Condition attached to this policy; or

   b. For reasons other than non-payment, the greater of:

      (1) 60 days;
      (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
      (3) The number of days specified in any other Cancellation Condition attached to this policy, prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limits Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and

2. Any:

   a. Overdue lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

**XXII. LIMITED MEXICO COVERAGE**

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

**A. Coverage**

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:
   
   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
   
   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

**B. Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

**C. Additional Exclusions**

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

**XXIII. WAIVER OF SUBROGATION**

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.
Schedule

**Premium**

- Liability Included
- Physical Damage Included
- Total Premium Included

**XVII. Drive Other Car**

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>LIAB</th>
<th>MP</th>
<th>UM</th>
<th>UIM</th>
<th>COMP</th>
<th>COLL</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**XX. Notice of Cancellation or Nonrenewal**

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Number of Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
NOTICE OF CANCELLATION TO THIRD PARTIES

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 below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before 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.

Schedule

<table>
<thead>
<tr>
<th>Name of Other Person(s) / Organization(s):</th>
<th>Email Address or mailing address:</th>
<th>Number Days Notice:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Schedule on file with the Company</td>
<td>Per Schedule on file with the Company</td>
<td>30</td>
</tr>
</tbody>
</table>

All other terms and conditions of this policy remain unchanged.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z91-473667-012 Effective Date Premium $

Issued to JCI Jones Chemicals, Inc.

WM 90 18 06 11 © 2011, Liberty Mutual Group. All Rights Reserved.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Not applicable in NH

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Florida, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the states of Indiana, Michigan and North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by The First Liberty Insurance Corporation 27359
For attachment to Policy No. WC6-Z91-473667-012
Issued to JCI Jones Chemicals, Inc.

Effective Date

Premium $

Endorsement No.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $250 per policy

| Person or Organization Where required by contract or written agreement prior to loss and allowed by law. | Job Description | Any |

Issued by The First Liberty Insurance Corporation 27359
For attachment to Policy No. WC6-Z91-473667-012  Effective Date  Premium $
Issued to JCI Jones Chemicals, Inc.  Endorsement No.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the Other Insurance Condition in the Business Auto and Garage Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form’s Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

1. Such “insured” is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

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