



Board members

Joe Donat, City Administrator | Rebecca Valk, Corporation Counsel | Joe Vita, Commissioner of Finance |
Chris Gent, Commissioner of Public Works | Rich DuPilka, Engineer

I. Old Business

- 1. Bids Opened: None**
- 2. Bids – Award Recommendation:**
 - a. RFB-COP-10-24-03 -Garden& Washington St Bridge Replacement-Villa Construction.
- 3. Notice to Proceed Issued-**

II. New Business

- 1. Bids currently in circulation. – Bid packages available on City Website and Bidnet Direct, or the Office of the Purchasing Agent**
- 2. Bids to be Renewed-for Discussion**
 - a. RFB-COP-03-23-01 JW Chemicals: Expires 5/31/2025-
 - b.RFP-COP-04-24-02-Legal Services to the JW Board: Expires 7/30/2025
 - c.RFP-COP-05-24-01 Engineer Service to the JW Board: Expires 7/30/25

III. Executive Session-

- 1. Bottled Water**
- 2. Janitorial Services**
- 3. Car Wash Services**



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

May 7, 2025

Mr. Richard L. DuPilka, P.E.
Project Manager
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

**RE: PIN 8761.96, (BIN 2262680) GARDEN STREET OVER
FALL KILL CREEK BRIDGE REPLACEMENT
CITY OF POUGHKEEPSIE, DUTCHESS COUNTY
AWARD CONCURRENCE**

Dear Mr. DuPilka:

We have reviewed the contract award documentation package submitted by email on April 16, 2025 and the Certification of Bidding and Award submitted to the Local Projects Unit. Documentation of the construction contract bidding and award process is complete and satisfactory. The project Disadvantaged Business Enterprise (DBE) goal of **6%** is being met as shown on your submitted DBE Utilization Schedule, therefore, the Department concurs with your recommendation to award.

Once available, please forward a copy of the official project award letter to the Local Projects Unit.

Please be reminded of the emphasis placed on Disadvantaged Business Enterprise (DBE) utilization and the documentation thereof. The utilization of DBEs per the project's assigned DBE goal and the approved utilization plan are an important part of the construction contract. **Monetary penalties may be imposed as a result of not meeting the assigned DBE goal.**

Per Section 105-21 of NYSDOT Standard Specifications, the contractor shall use the current version of the Department approved civil rights reporting software on all contracts. That reporting software is Equitable Business Opportunity Solution (EBO).

Also, during construction the oversight, management and inspection of the project should be performed in accordance with the contract documents, the approved Construction Management Plan and Chapter 15 of the Local Projects Manual. Special note should be made of Section 15.4.2 regarding Change Orders. The Local Projects Unit, Office of Construction and/or FHWA may visit the project site during construction to monitor progress and compliance with key federal requirements.

Prior to commencing work a pre-construction meeting must be held to discuss Federal requirements which must be met during the construction phase. Attendees at this meeting shall include representatives from the contractor, inspection team, Local Projects Unit and your office. Please contact Orietta Trocard at (845) 431-3386 or Orietta.Trocard@dot.ny.gov to schedule this pre-construction meeting.

Sincerely,

Orietta Trocard

Orietta V. Trocard, P.E.
Regional Local Projects Liaison

cc: NYS PERMIT ENGINEER (FOR INFORMATION PURPOSES ONLY)

BID TAB

RFB-COP-10-24-03

Garden Street Bridge -Washington Street Bridge

	Villa Construction	D.A. Collins Constr
WASHINGTON STREET BRIDGE	\$ 14,640,000.00	\$ 16,875,618.39
GARDEN STREET BRIDGE	\$ 5,620,000.00	\$ 7,680,510.93
GRAND TOTAL	\$ 20,260,000.00	\$ 24,556,129.32

AGREEMENT

THIS AGREEMENT, MADE THIS **3rd** DAY of **May, 2023** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the CITY), and **Carus, LLC.**, a limited liability company organized under the laws of Delaware with offices located at **315 Fifth Street, Peru, Illinois 61354** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY intends to purchase Orthophosphoric Acid at \$0.82 per pound, \$8.0424 per gallon for the **City of Poughkeepsie's Joint Water Treatment Plant** from the Contractor in connection with the annexed proposal documents which are attached hereto and incorporated herein as Schedule "A"; and

WHEREAS, the City issued Solicitation No. **RFB-COP-03-23-01** on March 28, 2023 (the "Solicitation"); and the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023 at line item 90-19-8330-7428; and

WHEREAS, the City evaluated the responses received and found the CONTRACTOR qualified to provide the necessary products; and

WHEREAS, the CONTRACTOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms;

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 **STATEMENT OF WORK**

The Contractor agrees to diligently provide all products for the Purchase and shall comply strictly with all terms and conditions of Solicitation No. **RFB-COP-03-23-01** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 2 **COSTS**

The City shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Schedule "A", attached hereto and incorporated herein.

- A. Notwithstanding the preceding, the Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the City. The Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and the City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- B. All funds for payment by the City under this Agreement are subject to the

availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services provided under this Agreement, the City will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3 **CONTRACT TERM**

The term of this contract shall be for a one (1) year period on or before **June 1, 2023 to May 31, 2024**. No Price increase shall be allowed during this term. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, the Contractor may increase pricing consistent with the national CPI indicators if the Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. The Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

ARTICLE 4 **BONDS**

No bonds are required for this contract.

ARTICLE 5 **DEFINITIONS**

All terms shall be as defined in the Bid Documents, copies of which are on file with the City's Purchasing Department and which are deemed incorporated into this Agreement.

ARTICLE 6 **OWNER AND CONTRACTOR'S REPRESENTATIVE**

The delivery will be under the general direction of the Joint Water Plant Administrator, Randy Alstadt, or his designated representative. The Administrator can be reached at 845-451-4173 ext 2003, who shall, under the direction of the Owner, have complete charge of any deliveries and

shall exercise full supervision and direction of the delivery so far as it affects the interest of the Owner.

ARTICLE 7 **PERFORMANCE OF WORK**

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If the Contractor performs any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, the Contractor shall assume full responsibility therefore and shall bear all costs and expenses thereto. The Contractor shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Recreation Superintendent to the end of promoting safety and avoiding accidents.

ARTICLE 8 **QUALIFICATIONS OF CONTRACTOR**

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 **PAYMENT AND RELEASE**

The Contractor shall be entitled to payments hereunder in consideration for delivery of such products deemed satisfactory to the Joint Water Plant Administrator.

ARTICLE 10 **ASSIGNMENT OR DELEGATION**

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 **IDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City of Poughkeepsie, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the Contractor, including the content or nature of advertising. In addition, the Contractor shall assume the defense of the City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the City payment of any sums reasonable to settle such litigation or claims.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 13 **DEFENSE OF ACTIONS**

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 14 **COMPOSITION OF THE CONTRACTOR**

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 15 **DISPUTES**

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts and Supply, who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Board of Contracts and Supply.

ARTICLE 16 **TERMINATION**

- a. *Without Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.

- b. *With Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor, with subsequent written notice to be given to the Contractor of termination with cause.
- c. *For Convenience:* The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date.

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 17 **NON-APPROPRIATION CLAUSE**

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 18 **NON-WAIVER**

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 19 **NON-DISCRIMINATION**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 20 **LIABILITY OF THE OWNER**

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contractor except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as, and shall be a release of said Owner,

its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 21 TERMINATION FOR REFUSAL TO TESTIFY

The Contractor agrees on his/her/their own behalf (if he/she/they is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he/she/they is/are a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he/she/they is/are a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

The Contractor warrants that it is not disqualified from bidding on this contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law).

ARTICLE 22 NOTICES

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 RETENTION OF RECORDS

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. These records shall include, but shall not be limited to, purchase records, insurance records, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made

available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 24 CHOICE OF LAW/VENUE

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 25 NO ARBITRATION

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 24 hereof.

ARTICLE 26 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 27 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 28 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 29 THIRD PARTY BENEFICIARY

The parties to this agreement expressly acknowledge that the Town of Poughkeepsie is an intended third-party beneficiary of the representations, warranties and covenants contained herein and has the right to enforce the terms of this agreement as though it were a party hereto.

ARTICLE 30 ENTIRE AGREEMENT

The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

Carus, LLC.

By: 

Marc Nelson, Mayor

By: 

Barbie Smith, Inside Sales Manager

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 19th day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Allyson R. Smith

Notary Public

ALLYSON R. SMITH
Notary Public, State of New York
No. 01SM6368247
Qualified in Dutchess County
Commission Expires 12/11/ 2025

STATE OF ILLINOIS)

) ss:

COUNTY OF LASALLE)

On the 16th day of May, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Barbie Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Elizabeth A. Modlin
Notary Public



Reviewed by Corporation Counsel:

[Signature]

Date: 5/3/23

SCHEDULE “ A ”

COPY

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**



RFB-COP-03-23-01

WATER TREATMENT CHEMICALS

Hon. Marc Nelson, Mayor

Council Member at Large: Natasha Brown

Council Members

**Debra Long
Even Menist
Lorraine F. Johnson
Nathan Shook**

**Yvonne Flowers
Christopher Grant
Nedra Patterson Thompson
Megan Deichler**

THIS BID IS DUE ON April 19, 2023 @ 2:30 P.M.

**PLEASE PLACE ALL BIDS IN A SEALED ENVELOPE MARKED WITH THE NAME OF THE BID
AND THE NUMBER**

Return all bids to the:
**City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601**

TO BE ADVERTISED: March 28, 2023 FOR ONE DAY ONLY

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, Water Treatment Chemicals; Bid #RFB-COP-03-23-01, Dated April 19, 2023, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	AWWA#	Unit of Measure	Price for Initial Term: 06/01/23-05/31/24
Water Treatment Chemicals			
Item 1- 25% Sodium Hydroxide - Caustic (Bulk)			NO BID
Item 2- 15% Sodium Hypochlorite Solution (Bulk)			NO BID
Item 3- Liquid Polyaluminum Chloride (Bulk)			NO BID
Item 4- 36% Orthophosphoric Acid		LB	\$0.82/lb
Item 5- Liquid Polymer (Anionic Polyacrylamide)			NO BID
Item 6- Dry Polymer (Nonionic Polyacrylamide)			NO BID

Submitted by: Carus LLCAddress: 315 Fifth Street, Peru, IL 61354 (Company Name)Contact Person: Elizabeth Modlin/Inside Sales Bid AnalystTelephone: 800-435-6856

Cell: _____

Email: bids@carusllc.com

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

Bid submitted by: Carus LLC
315 Fifth Street
Peru, IL 61354

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

Elizabeth Modlin/Inside Sales Bid Analyst
Same as above

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed Barbie Smith

By Barbie Smith/Inside Sales Manager
~~(President)~~

Dated April 14, 2023

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Carus is a Limited Liability Company organized under the laws of the state of Delaware."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

N/A."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

N/A."

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Barbie Smith, being duly sworn, deposes and says that he/she is the
Inside Sales Manager of the
Carus LLC Corporation and that neither the Bidder/Contractor nor any
proposed subcontractor is identified on the Prohibited Entities List.

Barbie Smith

SIGNED

Barbie Smith/Inside Sales Manager

SWORN to before me this

14th day of April 2023

Notary Public: Elizabeth A. Modlin



WATER TREATMENT CHEMICALS
RFB-COP-03-23-01

Receipt of Addendum:

Addendum No.

Date Received



Due to recent constraints with the logistics/transportation industry, additional lead times may temporarily be required.

Carus LLC
315 Fifth Street
Peru, IL 61354
815 233-1876 Telephone
815 224-0955 Fax



I, Amy Berggren, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of CondY Holdings LLC, a Delaware LLC, and as such have custody of the corporate records and seal.

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Managers of CondY Holdings LLC effective 30 September 2021 and are still in full force and effect as of the date below pertaining to persons authorized to act for CondY Holdings LLC and its member companies, including Carus LLC.

WHEREAS, the Board desires to grant to certain Company officers and managers specific spending authority necessary to the day-to-day performance of their respective functions; and

IT IS RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer and manager spending authorizations included in the "CONDY HOLDINGS LLC AUTHORIZATION LEVELS - 30 September 2021," attached hereto as Exhibit 1.

In witness whereof I have hereunto set my hand as Assistant Secretary of CondY Holdings LLC on this 14th day of April 2023.

Amy Berggren
Asst. Secretary

SEAL

EXHIBIT 1

CONDY HOLDINGS LLC
AUTHORIZATION LEVELS – 30 September 2021 ***

<u>TITLE</u>	<u>REVENUE CONTRACTS**</u>
Chairman	\$5,000,000
Chief Executive Officer & President *	\$5,000,000
Senior Vice President	\$3,000,000
Vice President, CFO *	\$3,000,000
Vice President, Operations	-
Vice Pres., Sec. & General Counsel	-
VP, Human Resources	-
VP, Commercial	\$1,500,000
VP, Mergers & Acquisitions & Product Management	-
VP, Finance	-
Director, Global Strategic Sourcing	-
Supply Chain Director	-
M.B. Carus Fellow, Technology Project Manager	-
LaSalle Plant Manager	-
Bus. Director, Manganese Specialties	-
IT Director	-
Director of Sales	\$1,000,000
Product Management Director	\$500,000
Product Marketing Manager	\$500,000
Director of EHSS	-
Inside Sales Manager	\$200,000

NOTES:

*ANY COMMITMENT FOR THE PURCHASE OR LEASE OF GOODS OR SERVICES IN EXCESS OF A 12-MONTH PERIOD MUST BE APPROVED BY THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.

**ANY CONTRACT OR BID THAT IS EFFECTIVE FOR LONGER THAN ONE YEAR, REGARDLESS OF REVENUE VOLUME, REQUIRES THE SIGNATURE OF THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.

ANY CONTRACT OR BID THAT IS EFFECTIVE FOR MORE THAN ONE YEAR IS SUBJECT TO AN ANNUAL PRICE REVIEW, REGARDLESS OF ESCALATION CLAUSES.

***THE APPROVALS AUTHORIZED HEREIN SHALL APPLY WITH EQUAL EFFECT TO ALL AFFILIATE COMPANIES OF CONDY HOLDINGS LLC (i.e., CARUS LLC, ALLIANCE TRANSPORT LLC, CARUS EFTB, CARUS CHEMICAL COMPANY, CARUS EUROPE SOCIEDAD LIMITADA, CARUS BVL, LTD.).



SAFETY DATA SHEET

Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS Standards, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, and European Directives

PHOSPHORIC ACID 30-85%

SECTION 1. PRODUCT IDENTIFICATION

1.1 TRADE NAME (AS LABELED):

SYNONYMS:

Phosphoric Acid 30-85%

Orthophosphoric Acid

Phosphoric Acid 30 – 85% FCC

Phosphoric Acid 30 – 85% Technical

7664-38-2

Various uses

CAS#:

1.2 PRODUCT USE:

Innophos.

1.3 MANUFACTURER'S NAME:

ADDRESS:

259 Prospect Plains Rd, Cranbury Township, NJ 08512

BUSINESS PHONE:

1-800-506-1146

WEB SITE INFORMATION:

www.innophos.com

1.4 EMERGENCY PHONE NUMBERS:

800-424-9300 (CHEMTREC U.S. and Canada – 24 Hrs)

+1 703-527-3887 (CHEMTREC outside the USA and Canada – 24 Hrs)

615-386-7816 – Innophos Emergency Communication Team (ECT)

September 11, 2017

May 12, 2017

DATE OF CURRENT REVISION:

DATE OF LAST REVISION:

SECTION 2. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW: This product is a colorless liquid with no odor.

Health Hazards: May cause severe skin burns and eye damage. May cause respiratory irritation.

Flammability Hazards: This product is not flammable.

Reactivity Hazards: Corrosive.

Environmental Hazards: The environmental effects of this product have not been investigated, however release may cause long term adverse environmental effects.

2.1 EU LABELING AND CLASSIFICATION:

This product does meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910. 1200 AND the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.

EU HAZARD CLASSIFICATION OF INGREDIENTS PER DIRECTIVE 1272/2008/EC:

Index Number:

EC# 231-633-2 is listed in Annex VI: Index #015-011-00-6

Substances not listed either individually or in group entries must be self classified.

Component(s) Contributing to Classification(s)

Phosphoric Acid

2.2 LABEL ELEMENTS

US DOT SYMBOLS



CANADA (WHMIS) SYMBOL(S)

Classified per WHMIS 2015

EUROPEAN and (GHS) Hazard Symbol(s)



Signal Word: **Danger!**

GHS Hazard Classification(s):

Skin Corrosion Category 1B

Corrosive to Metals Category 1

Hazard Statement(s):

H314 Causes severe burns and eye damage

H290 May be corrosive to metals

Prevention Statement(s):

P234 Keep only in original container.

P260 Do not breathe dusts or mists.

P264 Wash thoroughly after handling.

P280 Wear protective gloves and eye/face protection.



SAFETY DATA SHEET

PHOSPHORIC ACID 30-85%

Response Statement(s):

P390 Absorb spillage to prevent material damage.
P301+P330+P331 IF SWALLOWED: Rinse mouth. Do not induce vomiting.
P321 Specific treatment (see first aid section on this label).
P303+P361+P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P363 Wash contaminated clothing before reuse.
P310 Immediately call a POISON CENTER/doctor.
P305+P351+P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P304+P340 IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Storage Statement(s):

P406 Store in corrosive resistant container with a resistant inner liner.
P405 Store locked up.

Disposal Statement(s):

P501 Dispose of contents/container in accordance with local/ regional/ national/ international regulations.

2.3 HEALTH HAZARDS OR RISKS FROM EXPOSURE:

SYMPTOMS OF OVEREXPOSURE BY ROUTE OF EXPOSURE: The most significant routes of overexposure for this product are by contact with eyes, and skin and respiratory system. The symptoms of overexposure are described in the following paragraphs.

ACUTE:

INHALATION: May cause upper respiratory tract irritation.

CONTACT WITH SKIN: Corrosive, exposure to skin may cause burns.

EYE CONTACT: Corrosive, will cause serious eye damage.

INGESTION: May cause burns to mouth and esophagus, abdominal pain, nausea, vomiting.

CHRONIC: May cause Bronchial irritation with chronic cough.

TARGET ORGANS: Acute: Skin, Eyes, and Respiratory System
Chronic: Respiratory System

SECTION 3. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients:	WT%	CAS#	EINECS #	Hazard Classification
Phosphoric Acid	30-85%	7664-38-2	231-633-2	Skin Corr.1B, Corr. To Metals 1
Balance of other ingredients are non-hazardous or less than 1% in concentration (or 0.1% for carcinogens, reproductive toxins, or respiratory sensitizers).				

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-2010 format. This product has been classified in accordance with the hazard criteria of the CPR and the SDS contains all the information required by the CPR, EU Directives and the Japanese Industrial Standard JIS Z 7250: 2000

SECTION 4. FIRST-AID MEASURES

4.1 DESCRIPTION OF FIRST AID MEASURES:

EYE CONTACT: If product enters the eyes, open eyes while under gentle running water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing for at least 15 minutes. Seek medical attention.

SKIN CONTACT: Wash skin thoroughly after handling. Seek medical attention if irritation develops and persists. Remove contaminated clothing. Launder before re-use.

INHALATION: If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention.

INGESTION: If product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or SDS with the victim to the health professional.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing eye problems may be aggravated by prolonged contact.

4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:

Contact with eyes and skin may cause burns. Inhalation may cause upper respiratory irritation.

4.3 RECOMMENDATIONS TO PHYSICIANS:

Treat symptoms and eliminate overexposure.



SAFETY DATA SHEET

PHOSPHORIC ACID 30-85%

SECTION 5. FIRE-FIGHTING MEASURES

5.1 FIRE EXTINGUISHING MATERIALS:

Use fire extinguishing methods below:

Water Spray: Yes

Carbon Dioxide: Yes

Foam: Yes

Dry Chemical: Yes

Halon: Yes

Other: Any "A" Class

5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:

None expected

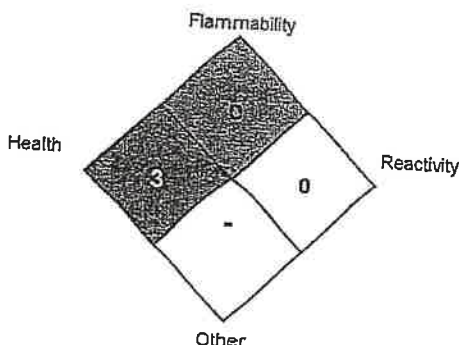
Explosion Sensitivity to Mechanical Impact: No

Explosion Sensitivity to Static Discharge: No

5.3 SPECIAL FIRE-FIGHTING PROCEDURES:

Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.

NFPA RATING SYSTEM



HMIS RATING SYSTEM

HMIS RATING SYSTEM			
HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH HAZARD (BLUE)			53
FLAMMABILITY HAZARD (RED)			0
PHYSICAL HAZARD (YELLOW)			0
PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8
For Routine Industrial Use and Handling Applications			

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe * = Chronic hazard

SECTION 6. ACCIDENTAL RELEASE MEASURES

6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

Avoid breathing mist / spray. Provide adequate ventilation. Wear suitable protective clothing, gloves and eye/face protection. Evacuate personnel to safe areas.

6.2 ENVIRONMENTAL PRECAUTIONS:

Not applicable.

6.3 SPILL AND LEAK RESPONSE:

Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Prevent entry into sewers, water courses, basement or confined areas. Avoid dust generation. Do not dry sweep. Vacuum dust with equipment fitted with a HEPA filter and place in a closed, labeled waste container. Avoid creating dusty conditions and prevent wind dispersal. Dispose of via a licensed waste disposal contractor.

SECTION 7. HANDLING and STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

To prevent skin and eye contact under the foreseeable conditions of use, wear appropriate protective clothing and safety eyewear. When handling, do not eat, drink, or smoke. Wash thoroughly after handling. Handle in a well-ventilated work area.

7.2 STORAGE AND HANDLING PRACTICES:

Keep away from incompatible materials. Eliminate all ignition sources. Keep in a dry, well-ventilated area in closed containers. Protect containers from physical damage. Keep container tightly closed and sealed until ready for use. Store in accordance with local regulations.



SAFETY DATA SHEET

7.3 SPECIFIC USES:

Various uses

PHOSPHORIC ACID 30-85%

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

8.1 EXPOSURE PARAMETERS:

Chemical Name	CAS#	ACGIH TLV	OSHA TWA	EH40 TWA
Phosphoric Acid	7664-38-2	1 mg/m ³	1 mg/m ³	1 mg/m ³

8.2 EXPOSURE CONTROLS:

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided above.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

RESPIRATORY PROTECTION: Not required for properly ventilated areas. Maintain airborne contaminant concentrations below guidelines listed above, if applicable. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

EYE PROTECTION: Safety glasses or goggles are required. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian Standards, and the European Standard EN166, Australian Standards, or relevant Japanese Standards.

HAND PROTECTION: Chemical resistant gloves are required to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138, the European Standard DIN EN 374, the appropriate Standards of Canada, Australian Standards, or relevant Japanese Standards.

BODY PROTECTION: Use body protect appropriate to task being performed. If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards. If a hazard of injury to the feet exists due to falling objects, rolling objects, where objects may pierce the soles of the feet or where employee's feet may be exposed to electrical hazards, use foot protection, as described in U.S. OSHA 29 CFR 1910.136.

SECTION 9. PHYSICAL and CHEMICAL PROPERTIES

9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE (Physical State) and COLOR: This product is a clear liquid.

ODOR: Odorless

ODOR THRESHOLD: Not Available

pH: <1

MELTING/FREEZING POINT: Not Available

BOILING POINT: 100-200°C (212-392°F)

FLASH POINT: Not Available

EVAPORATION RATE (n-BuAc=1): Not Applicable

FLAMMABILITY (SOLID, GAS): Not Applicable

UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS: Not Available

VAPOR PRESSURE (mm Hg @ 20°C (68°F): < 16mm Hg @ 20°C(68°F)

VAPOR DENSITY: Not Available

RELATIVE DENSITY: Not Available

SPECIFIC GRAVITY: 1.176 – 1.692 @ 25°C

SOLUBILITY IN WATER: Miscible

WEIGHT PER GALLON: Not Available

PARTITION COEFFICIENT (n-octanol/water): Not Available

AUTO-IGNITION TEMPERATURE: Not Available

DECOMPOSITION TEMPERATURE: Not Available

VISCOSITY: Not Available

9.2 OTHER INFORMATION:

No additional information available at this time.



SAFETY DATA SHEET

PHOSPHORIC ACID 30-85%

SECTION 10. STABILITY and REACTIVITY

10.1 REACTIVITY:

No dangerous reaction known under conditions of normal use.

10.2 STABILITY:

Stable.

10.3 POSSIBILITY OF HAZARDOUS REACTIONS:

Hazardous reactions will not occur.

10.4 CONDITIONS TO AVOID:

Contact with incompatibles.

10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:

Strong caustics, solutions containing bleach or ammonia, and most metals.

10.6 HAZARDOUS DECOMPOSITION PRODUCTS:

Oxides of phosphorus.

SECTION 11. TOXICOLOGICAL INFORMATION

11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:

TOXICITY DATA:

Phosphoric Acid CAS# 7664-38-2

Oral LD50

1,530 mg/kg

Rat

Skin LD50

2,740 mg/kg

Rabbit

SUSPECTED CANCER AGENT: Ingredients within this product are not found on the following lists: FEDERAL OSHA 2 LIST, NTP, IARC, or CAL/OSHA and therefore are not considered to be, nor suspected to be, cancer-causing agents by these agencies.

IRRITANCY OF PRODUCT: This product may be irritating to the skin, eyes and respiratory system.

SENSITIZATION TO THE PRODUCT: This product is not expected to cause skin sensitization.

REPRODUCTIVE TOXICITY INFORMATION: No specific information is available concerning the effects of this product and its components on the human reproductive system.

SPECIFIC TARGET ORGAN TOXICITY – SINGLE EXPOSURE: Eye and skin burns.

SPECIFIC TARGET ORGAN TOXICITY – REPEATED EXPOSURE: Bronchial irritation with chronic cough.

ASPIRATION HAZARD: None

SECTION 12. ECOLOGICAL INFORMATION

12.1 TOXICITY:

Phosphoric Acid CAS# 7664-38-2

LC50 – 96hr

138 mg/L

Mosquitofish

12.2 PERSISTENCE AND DEGRADABILITY:

No specific data available on this product.

12.3 BIOACCUMULATIVE POTENTIAL:

No specific data available on this product.

12.4 MOBILITY IN SOIL:

No specific data available on this product.

12.5 RESULTS OF PBT AND vPvB ASSESSMENT:

No specific data available on this product.

12.6 OTHER ADVERSE EFFECTS:

No known significant effects or critical hazards.

12.7 WATER ENDANGERMENT CLASS:

May be water endangering in accordance with EU Guideline 91/155-EWG. Do not allow product to reach ground water, water course or sewage system. At present there are no ecotoxicological assessments for this product.



SAFETY DATA SHEET

SECTION 13. DISPOSAL CONSIDERATIONS

PHOSPHORIC ACID 30-85%

13.1 WASTE TREATMENT METHODS:

Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

13.2 EU WASTE CODE:

Not determined

SECTION 14. TRANSPORTATION INFORMATION

US DOT, IATA, IMO, ADR:

14.1 U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS: This product is classified (per 49 CFR 172.101) by the U.S. Department of Transportation, as follows.

UN IDENTIFICATION NUMBER:

UN1805

PROPER SHIPPING NAME:

Phosphoric Acid Solution

HAZARD CLASS NUMBER and DESCRIPTION:

Class 8 Corrosive Liquid

PACKING GROUP:

III

DOT LABEL(S) REQUIRED:

Corrosive Liquid

NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER: 154

RQ QUANTITY:

5000 LB

MARINE POLLUTANT: The components of this product are not designated by the Department of Transportation to be Marine Pollutants (49 CFR 172.101, Appendix B).

INTERNATIONAL AIR TRANSPORT ASSOCIATION SHIPPING INFORMATION (IATA): This product is considered as dangerous goods.

INTERNATIONAL MARITIME ORGANIZATION SHIPPING INFORMATION (IMO): This product is considered as dangerous goods.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is considered by the United Nations Economic Commission for Europe to be dangerous goods.

SECTION 15. REGULATORY INFORMATION

15.1 SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS SPECIFIC FOR THE SUBSTANCE OR MIXTURE:

UNITED STATES REGULATIONS:

U.S. SARA REPORTING REQUIREMENTS: The components of this product are subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act.

U.S. SARA 311/312: Acute Health

U.S. SARA THRESHOLD PLANNING QUANTITY: There are no specific Threshold Planning Quantities for the components of this product. The default Federal MSDS submission and inventory requirement filing threshold of 10,000 lbs (4,540 kg) therefore applies, per 40 CFR 370.20.

U.S. CERCLA REPORTABLE QUANTITY (RQ): Phosphoric Acid - 5000 lb

U.S. TSCA INVENTORY STATUS: The components of this product are listed on the TSCA Inventory or are exempted from listing.

OTHER U.S. FEDERAL REGULATIONS: None known

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): This product does not contain ingredients on the Proposition 65 Lists.

15.2 CANADIAN REGULATIONS:

CANADIAN DSL/NDSL INVENTORY STATUS: Components are DSL Listed, NDSL Listed and/or are exempt from listing

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all of the information required by those regulations.

CANADIAN WHMIS CLASSIFICATION and SYMBOLS: Classified per WHMIS 2015.



SAFETY DATA SHEET

PHOSPHORIC ACID 30-85%

15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

This product does meet the definition of a hazardous substance or preparation as defined by the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.
See Section 2 for Details

CHEMICAL SAFETY ASSESSMENT:

No Chemical Safety Assessment has been carried out for this substance/mixture by the supplier.

15.4 AUSTRALIAN INFORMATION FOR PRODUCT: Components of this product are not listed on the International Chemical Inventory list.

15.5 JAPANESE INFORMATION FOR PRODUCT:

JAPANESE MINISTER OF INTERNATIONAL TRADE AND INDUSTRY (MITI) STATUS: The components of this product are not listed as Class I Specified Chemical Substances, Class II Specified Chemical Substances, or Designated Chemical Substances by the Japanese MITI.

15.6 INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac: Not determined.

Australian Inventory of Chemical Substances (AICS): Not determined.

Korean Existing Chemicals List (ECL): Not determined.

Japanese Existing National Inventory of Chemical Substances (ENCS): Not determined.

Philippines Inventory of Chemicals and Chemical Substances (PICCS): Not determined.

Swiss Giftlist of Toxic Substances: Not determined.

U.S. TSCA: Not determined.

SECTION 16. OTHER INFORMATION

PREPARED BY:

Chris Eigbrett – (MSDS to GHS Compliance)

DATE OF PRINTING:

September 11, 2017

The information contained herein is believed to be accurate but is not warranted to be so. Data and calculations are based on information furnished by the manufacturer of the product and manufacturers of the components of the product. Users are advised to confirm in advance of the need that information is current, applicable and suited to the circumstances of use. Innophos assumes no responsibility for injury to vendee or third party person proximately caused by the material if reasonable safety procedures are no adhered to as stipulated in the data sheet. Furthermore, Innophos assumes no responsibility for injury caused by abnormal use of this material even if reasonable safety procedures are followed.

END OF MSDS SHEET



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, April 11, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always **confirm** this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=INNOPHOS&TradeName=36%25&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=INNOPHOS&TradeName=36%25&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Innophos, Inc.

259 Prospect Plains Road

Cranbury, NJ 08512

United States

609-366-1238

Facility : Fairless Hills, PA

Phosphoric Acid

Trade Designation

36% Phosphoric Acid, Food Grade

Phosphoric Acid 36%

Product Function

Corrosion & Scale Control
pH Adjustment

Corrosion & Scale Control
pH Adjustment

Max Use

27mg/L

27mg/L

Number of matching Manufacturers is 1

Number of matching Products is 2

AGREEMENT

THIS AGREEMENT, MADE THIS 3rd DAY of May, 2023 by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the CITY), and **Holland Company, Inc.**, a Corporation organized under the laws of Massachusetts with offices located at **153 Howland Avenue, Adams, MA 01220** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY intends to purchase Liquid Polyaluminum Chloride at \$0.302 per wet pound, \$3.1987 per gallon for the **City of Poughkeepsie's Joint Water Treatment Plant** from the Contractor as in connection with the annexed proposal documents which are attached hereto and incorporated herein as Schedule "A";

WHEREAS, The City issued Solicitation No. **RFB-COP-03-23-01** on March 28, 2023 (the "Solicitation"); and the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023 at line item 90-19-8330-7428

WHEREAS, the City evaluated the responses received and found the CONTRACTOR qualified to provide the necessary products; and

WHEREAS, the CONTRACTOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms;

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 **STATEMENT OF WORK**

The Contractor agrees to diligently provide all products for the Purchase and shall comply strictly with all terms and conditions of Solicitation No. **RFB-COP-03-23-01** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 2 **COSTS**

The City shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Schedule "A", attached hereto and incorporated herein.

A. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and the City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

B. All funds for payment by the City under this Agreement are subject to the

availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services provided under this Agreement, the City will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3 **CONTRACT TERM**

The term of this contract shall be for a one (1) year period on or before **June 1, 2023 to May 31, 2024**. No Price increase shall be allowed during this term. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with the national CPI indicators if Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

ARTICLE 4 **BONDS**

No bonds are required for this contract.

ARTICLE 5 **DEFINITIONS**

All terms shall be as defined in the Bid Documents, copies of which are on file with the City's Purchasing Department and which are deemed incorporated into this Agreement.

ARTICLE 6 **OWNER AND CONTRACTOR'S REPRESENTATIVE**

The delivery will be under the general direction of the Joint Water Plant Administrator, Randy Alstadt, or his designated representative. The Administrator can be reached at 845-451-4173 ext 2003, who shall, under the direction of the Owner, have complete charge of any deliveries and

shall exercise full supervision and direction of the delivery so far as it affects the interest of the Owner.

ARTICLE 7 **PERFORMANCE OF WORK**

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Recreation Superintendent to the end of promoting safety and avoiding accidents.

ARTICLE 8 **QUALIFICATIONS OF CONTRACTOR**

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 **PAYMENT AND RELEASE**

The Contractor shall be entitled to payments hereunder in consideration for delivery of such products deemed satisfactory to the Joint Water Plant Administrator.

ARTICLE 10 **ASSIGNMENT OR DELEGATION**

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 **IDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole

negligence of City of Poughkeepsie, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the Contractor, including the content or nature of advertising. In addition, the Contractor shall assume the defense of the City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the City payment of any sums reasonable to settle such litigation or claims.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice

in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 13 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 14 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 15 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts and Supply, who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Board of Contracts and Supply.

ARTICLE 16 TERMINATION

- a. *Without Cause*: The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.

- b. *With Cause:* The City may terminate this agreement upon thirty (30) days" prior written notice to the Contractor, with subsequent written notice to be given to the Contractor of termination with cause.
- c. *For Convenience:* The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date."

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 17 NON-APPROPRIATION CLAUSE

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 18 NON-WAIVER

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 19 NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 20 LIABILITY OF THE OWNER

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished

for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 21 **TERMINATION FOR REFUSAL TO TESTIFY**

The Contractor agrees on his own behalf (if he/she/they is/are an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he/she/they is/are a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he/she/they is/are a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

The Contractor warrants that it is not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 22 **NOTICES**

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 **RETENTION OF RECORDS**

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. These records shall include, but shall not be limited to, purchase records, insurance records, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made

available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 24 CHOICE OF LAW/VENUE

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 25 NO ARBITRATION

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 24 hereof.

ARTICLE 26 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 27 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 28 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 29 THIRD PARTY BENEFICIARY

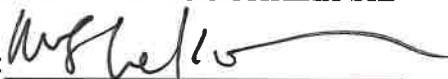
The parties to this agreement expressly acknowledge that the Town of Poughkeepsie is an intended third-party beneficiary of the representations, warranties and covenants contained herein and has the right to enforce the terms of this agreement as though it were a party hereto.

ARTICLE 30 ENTIRE AGREEMENT

The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 
Marc Nelson, Mayor

Holland Company, Inc.

By: 
Matthew B. Holland, Manager

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 14th day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Allyson R. Smith

Notary Public

ALLYSON R. SMITH
Notary Public, State of New York
No. 01SM6368247
Qualified in Dutchess County
Commission Expires 12/11/ 2025

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 11th day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew B. Holland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Colleen D. Putnam

Notary Public



Reviewed by Corporation Counsel:

AP 28

Date: 5/3/23

SCHEDULE “ A ”

ORIGINAL

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, Water Treatment Chemicals; Bid #RFB-COP-03-23-01, Dated April 19, 2023, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	AWWA#	Unit of Measure	Price for Initial Term: 06/01/23-05/31/24
Water Treatment Chemicals			
Item 1- 25% Sodium Hydroxide - Caustic (Bulk)			No Bid
Item 2- 15% Sodium Hypochlorite Solution (Bulk)			No Bid
Item 3-Liquid Polyaluminum Chloride (Bulk)	B408-18	wet pound	\$0.302 *
Item 4- 36% Orthophosphoric Acid			No Bid
Item 5- Liquid Polymer (Anionic Polyacrylamide)			No Bid
Item 6- Dry Polymer (Nonionic Polyacrylamide)			No Bid

Submitted by: Holland Company, Inc.

(Company Name)

Address: 153 Howland Ave. Adams, MA 01220-1199

Contact Person: Matthew B Holland

Telephone: 413-743-1292 Cell: 413-464-5125

Email: hcoffice@hollandcompany.com

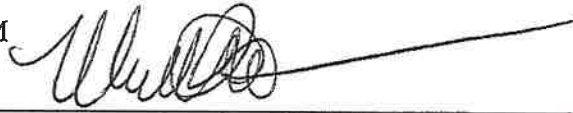
*Same day emergency, weekend, and holiday delivery available.
See enclosed Technical Support and After Hours Telephone List.

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

Bid submitted by:



Matthew B Holland

Holland Company, Inc.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

153 Howland Avenue

Adams, MA 01220-1199

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed 

By Matthew B Holland
(~~President~~) Manager

Dated April 14, 2023

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Massachusetts."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

_____."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

_____."

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Matthew B Holland, being duly sworn, deposes and says that he/she is the
Manager of the
Holland Company, Inc. Corporation and that neither the Bidder/Contractor nor any
proposed subcontractor is identified on the Prohibited Entities List.



SIGNED

SWORN to before me this

14th day of April 2023
Notary Public: Colleen D. Putnam
Colleen D. Putnam



WATER TREATMENT CHEMICALS
RFB-COP-03-23-01

Receipt of Addendum:

Addendum No.

none

Date Received



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company – Customer Care Technical Support

Holland Company offers technical support to assist in the use and application of its complete line of water treatment coagulants. Our support staff has a combined 60 years of experience in potable and wastewater treatment. This coagulant expertise is available to assist in meeting the numerous stringent treatment challenges you face.

We offer several levels of annual service:

1. Remote Tech Support

This includes phone or electronic communication to answer treatment questions and offer diagnostic suggestions, coagulant use guidelines and general water treatment chemistry information. Coverage is within three hours on normal business days, eight hours nights, weekends and holidays.

Remote Tech Support – \$75.00 per hour

2. On Site Tech Support

This includes all services listed above and Technical support at the treatment plant site or other designated area. Additional support items include jar testing, coagulant feed rate and pump setting checks, storage tank and coagulant feed system inspection.

On site Tech Support- \$150.00 per hour

3. Product Evaluation

Jar testing, pilot study coagulant evaluation and coagulant optimization studies. Pilot studies project support.

Product Evaluation - \$500 to \$750 per day per staff member, as determined by project review

4. Delivery Service

Holland Company will provide same day emergency, weekend and holiday delivery at no charge. See attached After Hours telephone list.

Please contact us for information: techsupport@hollandcompany.com or 1-800-639-9602

NOTE: TECHNICAL SUPPORT FEES WILL NOT BE CHARGED TO HOLLAND COMPANY CUSTOMERS

Holland Company, Inc. - Solving Water Treatment challenges since 1967



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Coagulation Experts:

Bob Kooharian (413) 281-6372

Mike Holland (413) 884-4291

Matt Holland (413) 464-5125

NYS DOH Training: Bob Kooharian (413) 281-6372

Technical Support:

In addition to the requirements for Technical Services / Safety specified for Polyaluminum Chloride, Holland Company will provide the Technical Support outlined in the attached (Holland Company Customer Care) at no cost to the City of Poughkeepsie.

April 14, 2023

Matthew B. Holland
Holland Company, Inc.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

August 13, 2015

Timothy Clayton
Technical Sales Representative
Holland Company
153 Howland Avenue
Adams, MA 01220

Timothy Clayton:

Congratulations, the New York State Department of Health has approved your request to provide training in New York State for the following course offering(s):

course: Charge Chemistry and Chemical Handling		ceus: 0.400	contact hours: 4.00
ATC#: 526-6256-12883	location: Saratoga County Water Plant	begin:	8/19/2015
approved: 8/13/2015		end:	8/19/2015

The Approved Training Course Number (ATC#) represents a single course approval number to be used on course completion certificates and attendance sheets.

This approval is issued subject to the Holland Company's adherence to all applicable Department of Health regulations, policies and guidelines. The Department of Health reserves the right to audit courses.

This course approval letter must be posted in a prominent location. Examples of 'prominent location' would be posted in the lecture room at the beginning of day 1 if the course delivery was classroom or posted at the conference registration desk for the entirety of the conference. Written notification must be made in the event that a course is cancelled, additional courses are proposed, or for any other

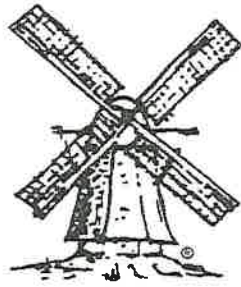
Once the abovementioned training is complete, you are reminded to submit an electronic copy of the attendance sheets to h2ocert@health.ny.gov or a hard copy to:

New York State Department of Health
Bureau of Water Supply Protection
Empire State Plaza, Corning Tower, Room 1168
Albany, NY 12237

Thank you for your commitment to education and the advancement of professional interest. Should there be any questions, please call Anna Stamm at (518) 402-7650.

Sincerely,

Teresa M. Boepple-Swider
Assistant Director
Bureau of Water Supply Protection



Holland
C O M P A N Y

"AFTER HOURS" CONTACT LIST

Phone list for after hours, weekend and holiday deliveries/service.

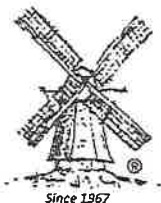
Please contact us by starting at top of the list.

Holland Company Plant :	413-743-1292 or 1-800-639-9602
Timothy Koperek	413-664-7329, mobile 413-441-9215
Robert Kooharian	203-758-3490, mobile 413-281-6372
Mike Holland	413-884-4291 mobile
Jim Holland	413-822-8754 mobile
Matt Holland	413-464-5125 mobile
Daniel Holland:	413-458-3175
Thomas Holland:	413-458-5093

HOLLAND COMPANY, INC.

"AFTER HOURS" CONTACT LIST

rev: 02032022



Holland Company, Inc

153 Howland Avenue Adams Massachusetts 01220 USA
800-639-9602 / 413-743-1292 www.hollandcompany.com

PCH 180

Proprietary inorganic coagulant / flocculant

Certified by NSF International as meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals.

Produced at an NSF International Inspected and Listed facility in Adams, Massachusetts.

Complies with AWWA Product Standard ANSI/AWWA B408-18 or as amended.

APPLICATION

Fast and effective reduction of turbidity, virus and bacteria particles, organics, algae, color, and metals in water treatment with reduced effect on pH and generation of treatment solids.

TYPICAL PROPERTIES & CHARACTERISTICS

Appearance: Clear to slight haze < 50NTU

Density @ 68°F (20°C): 1.26 - 1.28 S.G.

pH @ 77°F (25°C): 2.4 - 2.8 as is basis

Freeze Point: < 4°F / -16°C approx.

Non-Staining: Equipment & concrete

Al₂O₃: 10.6%

Basicity: 70%

Odor: Negligible - Aromatic free

Evaporation: Similar to water

STORAGE & USE

In a secure area keep in covered, labeled containers. Recommended storage temperature range of 45°F to 95°F. Annually empty storage tanks inspect and clean. Perform regular maintenance and cleaning of transfer systems.

Use full strength without dilution. For best results use within 4 months of delivery.

ORDER - DELIVERY - SERVICE (24/7)

Orders or Technical help call: 800-639-9602 / 413-743-1292, or order using online customer access.

Normal lead time bulk delivery: 1-2 days. Deliveries made 7 days per week including holidays.

Emergency Delivery: Same day emergency delivery can be available

Delivery: Tank Truck, Mini Bulk, Totes, Drums.

Service: Technical assistance on product application, jar test evaluations, and regulatory questions.

• Refer to Safety Data Sheet (SDS) for additional information •

Holland Company, Inc. Adams, Massachusetts 01220 U.S.A

The information set forth herein is furnished free of charge by the Holland Company and is believed to be accurate and reliable. It is intended for use by persons having technical skill and training at their own discretion and risk. Since conditions of use, application, and storage are outside our control Holland Company makes no warranties, expressed or implied, and assumes no liability in connection with any use of this information or product. Nothing herein is or be taken as a license to operate under or a recommendation to infringe any patents.



Holland Company, Inc.

PCH 180

Safety Data Sheet

SECTION 1. IDENTIFICATION

Product Identifier

Product Name: PCH 180

Other means of identification: SDS ID: PCH 180

Recommended use of chemical and restrictions on use: Water treatment, manufacturing applications

Company Information:

Holland Company, Inc.

153 Howland Avenue

Adams, MA 01220 U.S.A.

Phone: 413-743-1292 FAX: 413-743-1298

Emergency Phone:

1-800-424-9300 Chemtrac (USA)

1-613-996-6666 or Cell *666 CANTUTEC (Canada)

SECTION 2. HAZARDS IDENTIFICATION



WARNING - IRRITANT
AVOID CONTACT



WARNING - CORROSION
May be corrosive to metals

Hazard Statements

Irritating to eyes Category 2

May be corrosive to some metals Category 1

Prolonged exposure may be irritating to skin

Do not ingest

Precautionary Statements

Avoid direct contact.

Use protective equipment if direct contact is possible.

Rinse and wash eyes and skin thoroughly after contact.

For storage and transfer equipment use appropriate materials of construction.



PCH 180

SECTION 3. COMPOSITION / INFORMATION ON INGREDIENTS

Substance

Chemical name: Liquid aluminum hydroxychloride

Name: PCH 180

CAS#: 14215-15-7

Impurities: NA. No impurities or additives which are themselves classified and which contribute to the classification of the substance.

SECTION 4. FIRST AID MEASURES

Eye contact: Acute irritation.

Immediately rinse eyes with water for an extended period.

If irritation persists, get medical attention.

Skin contact: Possible acute irritation.

Remove contaminated clothing - footwear and wash skin with water.

If irritation develops get medical attention.

Ingestion: Possible acute discomfort.

In case of ingestion. Drink large amounts of water. Do not induce vomiting.

Get immediate medical advice.

Inhalation of mist: Possible acute irritation.

Remove from continued exposure.

If irritation or breathing difficulty occurs get immediate medical attention.

Most important symptoms/effects:

Serious eye irritation. Irritation to gastrointestinal tract.

Indication of immediate attention and special treatment needed:

If after direct contact you feel unwell seek medical advice. Notes to physician treat symptomatically.

SECTION 5. FIRE FIGHTING MEASURES

Suitable extinguishing media:

Product is not flammable and will not burn. Use water to cool and maintain integrity of product containers.

Unsuitable extinguishing media:

None identified.

Specific hazards from chemical:

Negligible fire hazard.

Hazardous combustion products from a fire may be sulfur dioxide, hydrogen chloride.

Protective equipment:

As in any fire, appropriate firefighting protective gear and self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) should be used.



SECTION 6. ACCIDENTAL RELEASE MEASURES

General:

Site specific procedures to address accidental spills are necessary as dictated by facility design, location, staffing, containment structures, and regulatory requirements. Consult engineers as needed.

Personal protection, protective equipment, and emergency services:

In the event of a spill clear unnecessary staff from spill area, isolate area and restrict entry.

Avoid eye and skin contact with spilled material. If direct contact with spilled material is likely use protective equipment to prevent contact with eyes and skin. Do not release into sewers or waterways.

Methods and materials for containment and clean up:

Prevent further leakage or spillage if safe to do so. Manage spilled liquid using containment structures or inert materials to collect for reuse. Product not reused can be neutralized and converted to aluminum hydroxide using a mild alkali such as soda ash, or calcium carbonate (agricultural lime). Neutralized residue can be swept up or rinsed down with water and captured using absorbent materials for disposal in accordance with local, state, province, and federal regulations.

Caution: When neutralizing large spills CO₂ will be created and can be a breathing hazard. Take steps to provide adequate ventilation.

SECTION 7. HANDLING AND STORAGE

Precautions for safe handling:

Avoid contact with eyes and skin. If direct contact with material is likely use protective equipment to prevent contact with eyes and skin. Do not eat, drink, take medication or smoke when direct contact is possible. Always thoroughly wash hands after leaving a work area where contact is possible or has occurred. Do not eat, drink, take medication or smoke when direct contact is possible.

Ventilation: No special requirements.

Conditions for safe storage including any incompatibilities:

Store in covered containers in a secure location. To minimize the possibility of a release into the environment or contact with incompatible materials, storage tanks should have a dedicated liquid tight secondary containment system. Have storage tanks, containers, and transfer systems properly labeled for contents. Annually empty storage tanks to inspect and clean. Perform regular maintenance cleaning of the transfer system. For accepting deliveries have procedures for determining product quantity in storage tanks. Use tanks, containers, and transfer systems, pumps, valves, and process control instrumentation of appropriate materials of construction. Some materials commonly used are FRP, plastic, PVC, CPVC, Teflon®, and special metal alloys.

Incompatible materials:

Avoid contact with sodium hypochlorite (bleach), chlorites, sulfites, strong bases, aqua ammonia, and other similar materials. Avoid contact with common metals such as copper, aluminum, brass, zinc, lower grades of stainless steel, and iron.

Storage Conditions: Preferred storage temperature range is 7°C-35°C (45°F-95°F).

Outside of this temperature range optimal product performance and shelf life may be affected.



PCH 180

SECTION 15. REGULATORY INFORMATION

RCRA Hazardous waste: Not Listed

CERCLA Hazardous substance: Not listed

CWA (Clean Water Act): Not listed

CERCLA Reportable Quantity (RQ): NA

SARA 311/312 Hazard Categories:

Acute (immediate) health effects: Yes **Chronic (delayed) health effects:** No

Fire Hazard: No

Sudden release of pressure hazard: No

Reactivity hazard: No

SARA 313 Toxic Chemical listing: Not listed **SARA Extremely hazardous substance (EHS):** Not listed

OSHA Air (table Z-1, Z-1A): Not listed **OSHA Special Regulated Substance:** Not listed

TSCA Section Inventory Status: Product exempt or listed on the TSCA Inventory.

Canadian Domestic Substances List (DSL): Listed (1327-41-9)

State - Province regulations: Not determined

SECTION 16. OTHER INFORMATION

NSF International Certified: As meeting NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals
Maximum use (MUL) 325 mg/L

NFPA: Health 1 Flammability 0 Stability 0 Instability 0 **Special Hazards** Not Determined

HMIS: Health 1 Flammability 0 Stability 0 Physical Hazards 0 **Personal Protection** Not Determined

Preparatory statement: The information in this Safety Data Sheet (SDS) is correct to the best of our knowledge, information we have available, and belief as of the publication date. The information is designed solely as guidance for safe handling, storage, transportation, release, and disposal. This information is not to be considered a product warranty or quality specification.

Date Sources for the SDS:

Literature, direct manufacturing experience, databases, practice, publications, own tests, regulations

Revision: June 30, 2020 replaces all earlier **SDS ID:** PCH 180



Holland Company, Inc.
153 Howland Avenue
Adams, Massachusetts 01220 U.S.A.
413-743-1292 / 800-639-9602



Holland COMPANY INC.

153 HOWLAND AVENUE
ADAMS, MA 01220-1199
(TEL.) 413 743-1292
(FAX) 413 743-1298

Holland Company Form for *Polyaluminum Chloride AWWA Compliance and NSF Certification*

CERTIFICATE OF COMPLIANCE & CERTIFICATION

The Holland Company, Inc. Polyaluminum Chloride (PCH 180) supplied to the City of Poughkeepsie will in all aspects meet the requirements of the American Water Works Association ANSI/AWWA B408-18, or as amended for Polyaluminum Chloride.

Additionally, Holland Company, Inc. Polyaluminum Chloride is certified and listed under NSF/ANSI/CAN Standard 60 for Water Treatment Chemicals and is produced in Adams, Massachusetts, USA at an NSF International Inspected and Registered Facility.

Matthew B. Holland
Holland Company, Inc.
Adams, Massachusetts

Date: April 14, 2023

AGREEMENT

THIS AGREEMENT, MADE THIS 3rd DAY of **May, 2023** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the CITY), and **Polydyne Inc.**, a Corporation organized under the laws of Delaware with offices located at **1 Chemical Plant Road, Riceboro GA, 31323** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY intends to purchase Liquid Polymer (Anionic Polyacrylamide) at \$1.54 a pound and Dry Polymer (Nonionic Polyacrylamide) at \$2.55 a pound for the **City of Poughkeepsie's Joint Water Treatment Plant** from the Contractor in connection with the annexed proposal documents which are attached hereto and incorporated herein as Schedule "A"; and

WHEREAS, the City issued Solicitation No. **RFB-COP-03-23-01** on March 28, 2023 (the "Solicitation"); and the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023 at line item 90-19-8330-7428; and

WHEREAS, the City evaluated the responses received and found the CONTRACTOR qualified to provide the necessary products; and

WHEREAS, the CONTRACTOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms; and

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 **STATEMENT OF WORK**

The Contractor agrees to diligently provide all products for the Purchase and shall comply strictly with all terms and conditions of Solicitation No. **RFB-COP-03-23-01** as modified by any addenda, copies of which are on file with the City's Purchasing Department and which are deemed incorporated into this Agreement.

ARTICLE 2 **COSTS**

The City shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Schedule "A", attached hereto and incorporated herein.

- A. Notwithstanding the preceding, the Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the City. The Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and the City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

- B. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services provided under this Agreement, the City will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3 **CONTRACT TERM**

The term of this contract shall be for a one (1) year period on or before **June 1, 2023 to May 31, 2024**. No Price increase shall be allowed during this term. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, the Contractor may increase pricing consistent with the national CPI indicators if the Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. The Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

ARTICLE 4 **BONDS**

No bonds are required for this contract.

ARTICLE 5 **DEFINITIONS**

All terms shall be as defined in the Bid Documents, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 6 **OWNER AND CONTRACTOR'S REPRESENTATIVE**

The delivery will be under the general direction of the Joint Water Plant Administrator, Randy Alstadt, or his designated representative. The Administrator can be reached at 845-451-4173 ext 2003, who shall, under the direction of the Owner, have complete charge of any delivery's and

shall exercise full supervision and direction of the delivery so far as it affects the interest of the Owner.

ARTICLE 7 **PERFORMANCE OF WORK**

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If the Contractor performs any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, the Contractor shall assume full responsibility therefore and shall bear all costs and expenses thereto. The Contractor shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Recreation Superintendent to the end of promoting safety and avoiding accidents.

ARTICLE 8 **QUALIFICATIONS OF CONTRACTOR**

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 **PAYMENT AND RELEASE**

The Contractor shall be entitled to payments hereunder in consideration for delivery of such products deemed satisfactory to the Joint Water Plant Administrator.

ARTICLE 10 **ASSIGNMENT OR DELEGATION**

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 **IDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City of Poughkeepsie, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the Contractor, including the content or nature of advertising. In addition, the Contractor shall assume the defense of the City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the City payment of any sums reasonable to settle such litigation or claims.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 13 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 14 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 15 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts and Supply, who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Board of Contracts and Supply.

ARTICLE 16 TERMINATION

- a. *Without Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.

- b. *With Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor, with subsequent written notice to be given to the Contractor of termination with cause.
- c. *For Convenience:* The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date.

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 17 **NON-APPROPRIATION CLAUSE**

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 18 **NON-WAIVER**

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 19 **NON-DISCRIMINATION**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 20 **LIABILITY OF THE OWNER**

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as, and shall be a release of said Owner,

its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 21 **TERMINATION FOR REFUSAL TO TESTIFY**

The Contractor on his/her/their own behalf (if he/she/they is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he/she/they is/are a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he/she/they is/are a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

The Contractor warrants that it is not disqualified from bidding on this contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law).

ARTICLE 22 **NOTICES**

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 **RETENTION OF RECORDS**

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. These records shall include, but shall not be limited to, purchase records, insurance records, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made

available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 24 **CHOICE OF LAW/VENUE**

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 25 **NO ARBITRATION**

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 24 hereof.

ARTICLE 26 **SEVERABILITY**

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 27 **RULES OF CONSTRUCTION**

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 28 **REQUIRED PROVISIONS OF LAW**

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 29 **THIRD PARTY BENEFICIARY**

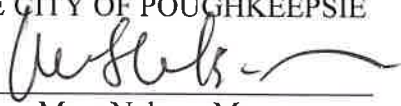
The parties to this agreement expressly acknowledge that the Town of Poughkeepsie is an intended third-party beneficiary of the representations, warranties and covenants contained herein and has the right to enforce the terms of this agreement as though it were a party hereto.

ARTICLE 21 **ENTIRE AGREEMENT**

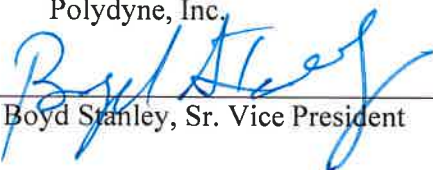
The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 
Marc Nelson, Mayor

Polydyne, Inc.

By: 
Boyd Stanley, Sr. Vice President

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 11th day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Allyson R. Smith

Notary Public

ALLYSON R. SMITH
Notary Public, State of New York
No. 01SM6368247
Qualified in Dutchess County
Commission Expires 12/11/2025

State of Georgia
~~STATE OF NEW YORK~~)

Liberty
~~COUNTY OF DUTCHESS~~)

) ss:

On the 10th day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



Rebecca Beasley
Notary Public

My Commission Expires
December 17, 2026

Reviewed by Corporation Counsel:

APC

Date: 5/3/23

SCHEDULE “ A ”

**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**



RFB-COP-03-23-01

WATER TREATMENT CHEMICALS

Hon. Marc Nelson, Mayor

Council Member at Large: Natasha Brown

Council Members

Debra Long
Even Menist
Lorraine F. Johnson
Nathan Shook

Yvonne Flowers
Christopher Grant
Nedra Patterson Thompson
Megan Deichler

THIS BID IS DUE ON April 19, 2023 @ 2:30 P.M.

**PLEASE PLACE ALL BIDS IN A SEALED ENVELOPE MARKED WITH THE NAME OF THE BID
AND THE NUMBER**

Return all bids to the:
City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

TO BE ADVERTISED: March 28, 2023 FOR ONE DAY ONLY

ATTENTION VENDORS

If you find that you are not interested in bidding/quoting this particular project,
please fill in this sheet and return it to:

City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

We are very interested in learning why you do not bid.

BID #: RFB-COP-03-23-01

BID TITLE: Water Treatment Chemicals

VENDOR NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE: _____ FAX _____

For purposes of facilitating your firm's response to our bid the City of Poughkeepsie is interested in hearing reasons for failure to respond. If your firm is not responding, please indicate the reason by checking all appropriate items below and returning this form to the address above.

WE ARE NOT RESPONDING BECAUSE:

_____ Items and/or materials requested are not manufactured by us or are not available to our company.

_____ Our items and/or materials do not meet your specifications

_____ Specifications are not clearly understood or applicable _____ too vague _____ too rigid

_____ Quantities too small

_____ Other _____

CITY OF POUGHKEEPSIE, NEW YORK
ADVERTISEMENT AND NOTICE TO BIDDERS

Beginning immediately, sealed bids are sought and invited by the City of Poughkeepsie for **Water Treatment Chemicals; RFB-COP-03-23-01**, as set forth in the specifications prepared by City of Poughkeepsie Purchasing Department.

Sealed bids will be received by the Board of Contract and Supply, c/o Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601 on or before **2:30 pm on April 19, 2023** after which they will be publicly opened and read aloud in the Common Council Chambers, Third floor of City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:

PROPOSAL FOR BID #03-23-01: Water Treatment Chemicals

This Contract is for Water Treatment Chemicals for our Joint Water Plant. **All questions must be submitted in writing via fax at 845-451-4175 or email to: ralstadt@pokwater.com by close of business (4:00 PM EDT) April 13, 2023.**

Specifications and Contract are subject to provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law.

Specifications and bid forms are attached hereto. All mailed proposals must be sealed and **distinctly marked** "**Proposal for RFB-COP-03-23-01: Water Treatment Chemicals**". The City of Poughkeepsie officially distributes bidding documents from the City of Poughkeepsie Purchasing Office, the City of Poughkeepsie website, www.cityofpoughkeepsie.com and through the Hudson Valley Municipal Purchasing Group (HVMPG) Regional Bid Notification System. www.bidnetdirect.com/new-york. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Purchasing Office, the City of Poughkeepsie website, or the HVMPG Regional Bid Notification System will be sent addendum information, if such information is issued.

If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website, or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.bidnetdirect.com/new-york or by visiting www.cityofpoughkeepsie.com

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103d of the General Municipal Law of the State of New York.

OWNERS RIGHTS RESERVED:

The City of Poughkeepsie expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the City of Poughkeepsie may appear to require.

Brian Martinez, PhD
Commissioner of Finance
Dated: March 30, 2023
Poughkeepsie New York

INSTRUCTIONS AND INFORMATION TO BIDDERS

PAGE 1 OF 2

- Read all documents contained in the bid specifications.
- Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.
- Any questions or clarification to the bid specifications or technical specifications must be submitted in writing Via Fax to 845-451-4175 or by email to: ralstadt@pokwater.com prior to the bid opening. Such questions must be in the possession of the Water Administrator 72 hours prior to the bid opening, unless otherwise stated. Verbal questions will not be entertained.
- Bidders **shall** indicate, on the **outside** of their sealed bid, the following information:
 1. Title and Number of the Bid
 2. Date and Time of Bid Opening

Failure to do so may result in rejection of the bid as being unresponsive.

The following forms are necessary to be submitted as a bid, as well as any additional forms requested in the detailed specifications:

1. CS-1 - Bid proposal form/price page(s).
2. CS-2 – Non-Collusion Affidavit, completed, signed and dated.
3. Iran Divestment Act Document, completed, notarized, signed and dated.

It is **not** necessary to submit our technical specifications with the bid. They are to be retained by the bidder for their records.

- Official bid copies can be obtained on the following websites: www.bidnetdirect.com/new-york and www.cityofpoughkeepsie.com
- Bidders must submit one original and one copy of their bids, unless otherwise stated. The original must be clearly marked. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.
- The City of Poughkeepsie is part of a group known as the "INTERAGENCY PURCHASING COOPERATIVE". This group consists of the County of Dutchess, Dutchess Community College, and 82 different school and fire districts, cities, towns, and villages located throughout Dutchess County. The City of Poughkeepsie is also part of a group known as the "Hudson Valley Municipal Purchasing Group" (HVMPG), which consists of the Counties of Dutchess, Rockland and Ulster; Town of Cortlandt; City of

New Rochelle and the Pearl River School District. Other municipal purchasing agencies in the Hudson Valley will be joining in this regional system. The prices submitted in this bid may be extended and offered to these various agencies for their consideration. If they choose to participate in the proposal they will be submitting their own purchase documents directly to the successful vendor(s).

- Samples may be requested by the City for the purpose of product evaluation. It is understood that samples will be provided at **no charge** to the City and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.
- Sealed bids will be received by the Board of Contract and Supply, c/o Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601 on or before **2:30 pm on April 19, 2023** after which they will be publicly opened and read aloud in the Common Council Chambers, Third floor of City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:
 - **PROPOSAL FOR BID #03-23-01: Water Treatment Chemicals**
- Should the bidder find discrepancies or omissions in the specifications, the bidder shall notify the Purchasing Agent at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.
- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing to all interested vendors clearly indicating the change or alterations.
- The City of Poughkeepsie officially distributes bidding documents from the City of Poughkeepsie Purchasing Office City of Poughkeepsie website, www.cityofpoughkeepsie.com and the Hudson Valley Municipal Purchasing Group (HVMPG) Regional Bid Notification System, www.bidnetdirect.com/new-york. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website, or the HVMPG Regional Bid Notification System will be sent addendum information, if such information is issued.
- If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.bidnetdirect.com/new-york, visiting www.cityofpoughkeepsie.com or contacting the Purchasing Agent.
- All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the NYS General Municipal Law.
- The City of Poughkeepsie reserves the right to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the City. The contract will be awarded to the RESPONSIBLE

BIDDER offering the best price. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the City of Poughkeepsie in its contractual relations.

- No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT:

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

Brian Martinez, PhD
Commissioner of Finance
Date: March 30, 2023

WATER TREATMENT CHEMICALS
RFB-COP-03-23-01

SPECIFICATIONS

1.1 SCOPE

A. General

The City of Poughkeepsie's Water Treatment Facility has a requirement for six (6) water treatment chemicals for potable water.

Any deviation from the specifications contained within the awarded bid shall be grounds for immediate bid termination.

The City at its sole discretion, may cancel this contract at any time during the contract period as listed below:

NON-APPROPRIATION CLAUSE :

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

TERMINATION WITH/WITHOUT CAUSE

The City may terminate the Contract with/without cause with thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date.

2.1 DELIVERY

A. Location

Chemicals shall be delivered F.O.B. all freight and transportation paid to:

Poughkeepsie's Water Treatment Facility
3431 North Road
Poughkeepsie NY 12601

There shall be no extra Pallet charges, carboy deposits, tank rental or tank deposits allowed. If pallets and/or drums are used they will be returned to the vendor for removal with the next delivery.

B. Failure to Deliver

If, in the event that the successful supplier fails to deliver as per the specifications listed herein the City of Poughkeepsie shall reserve the right to terminate the successful vendors contract upon thirty (30) day written notice, and to award the contract to the next lowest bidder for that contract year.

C. Monitoring

At the time of delivery of all chemicals, the driver of the delivery vehicle must monitor the entire unloading process. Any spills or unloading problems must be reported to the Senior Operator or designated representative as soon as possible.

The City/Town of Poughkeepsie shall not be held liable for any delivery problems associated with the trucking and unloading of chemicals to the City/Town Water Facility.

D. Qualifications

Delivery driver must be properly trained in the hazards of the chemical being delivered and follow recommendations of SDS throughout the delivery process. Vendor is responsible for supplying evidence that chemical haulers have gone through background checks w/appropriate federal agencies.

E. Security

Supplier must FAX a picture ID of the driver to the Water Plant at 845-451-4175 prior to expected delivery date.

Deliveries will only be accepted during pre-arranged time and date. Changes must be prearranged.

All tanker hatches must be securely fastened, using individually identifiable "wire ties", which correlate with number printed on bill of lading. In the event these numbers do not match, the tanker will be immediately turned away. Delivery of new product must be within 48 hours.

Day of delivery driver or dispatch must communicate approximate time of delivery. In the event the time line cannot be met, denial of product may occur at no cost to the Treatment Facility.

Driver will be escorted while on site and /or the truck and driver will be under video surveillance.

Driver must provide a certificate that their tank was cleaned and sanitized or transported the same chemical prior to acceptance of chemical.

Unexpected deliveries without prior approval will be denied.

3.1 REQUIREMENTS

A. Chemical Information

All chemicals must meet or exceed all current AWWA specifications and EPA standards with regard to potable water. A space will be allowed on the proposal sheet to list the current AWWA number.

Chemicals are certified under NSF/ANSI Standard 60. Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification (and any cited standard), and a chemical and screen analysis furnished at the time of each delivery.

B. Safety Data Sheets

The most current SDS available shall be supplied with all chemicals, at no extra cost to Poughkeepsie's Water Treatment Facility, prior to the first shipment.

C. Delivery Time

All chemicals must arrive at the Water Treatment Facility between the hours of 7:00 a.m. and 1:00 p.m. Any shipments arriving later than 1:00 p.m. may be rejected by the City at no cost to the City and any overtime incurred shall be paid by vendor.

D. Product Testing

Prior to product delivery, Poughkeepsie's Water Treatment Facility (PWTF) personnel reserve the right to perform additional quality control testing. AWWA protocols and SOP's shall be followed and documented for each chemical tested. In the event testing concludes product does not meet specifications the delivery will be rejected (at NO COST to PWTF or the City) and a new lot of product shall be delivered within 48 hours.

Samples will be collected in triplicate, labeled, and stored until they is determined product meets all QA/QC guidelines. In the event they do not, the vendor has the right to submit one of the triplicate samples to 3rd party for confirmation analysis. Fees and charges incurred for additional testing shall be the responsibility of the chemical vendor.

Chemical samples shall be collected from sample taps used to offload product to site storage.

4.1 AWARD

Award shall be made to the lowest responsive/responsible bidder for a period of one year.

Before any award is made on any chemical, the successful vendor may have to submit a sample (if requested) to:

Mr. Randy J. Alstadt, P.E.
Water Plant Administrator
Poughkeepsie's Water Treatment Facility
3431 North Road
Poughkeepsie NY 12601

5.1 CONTRACT TERM:

The initial term is for a minimum of one (1) year period beginning on or before, June 1, 2023 through May 31, 2024. No price increase will be allowed during this period.

7.0 RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with the national CPI indicators if Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

6.1 PAYMENT

Payments cannot be processed by the City until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and mailed to the "bill to" address indicated on the Purchase Order. The City will pay the proper amounts due within thirty (30) days of receipt by the City of the invoice along with any requested supporting documentation and approval of the invoice by Plant Administrator.

7.1 EXTENSION OF PRICES

Political subdivisions, and others authorized by law, including certain non-profit independent post-secondary, secondary, and elementary educational institutions may participate in

contracts resulting from this bid opening.

8.1 ASSIGNMENT OF CONTRACT/SUBCONTRACTING

No contract may be assigned, nor may any right, title or interest therein be assigned, transferred, conveyed, sublet or disposed of without the prior written consent of the City of Poughkeepsie.

9.1 NON COLLUSIVE STATEMENT

The submission of this statement certifies that the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with or any competitor.

10.1 INDEMNIFICATION

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City of Poughkeepsie, the successful bidder shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the successful bidder, including the content or nature of advertising. In addition, the successful bidder shall assume the defense of The City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by The City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse The City payment of any sums reasonable to settle such litigation or claims.

11.1 CONFLICT OF INTEREST

The successful bidder, by entering into a contract with The City of Poughkeepsie to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests. In the event that the successful bidder or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict.

12.1 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability

arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

2. If required by the City, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the City, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the City as loss payee on the policies and providing that any notices of cancellation of insurance be given to the City on no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the City's Law Department.

13.1 CHEMICALS

Detailed chemical information is listed for each item, numbered 1 through 6, on the attached chemical information sheets. All quantities are approximate and may be increased or

decreased without penalty.

ITEM	Annual Usage
Item 1 -- 25% Sodium Hydroxide --Caustic (Bulk)	60,000 Gallons
Item 2 - 15% Sodium Hypochlorite Solution (Bulk)	110,000 Gallons
Item 3- Liquid Polyaluminum Chloride (Bulk)	140,000-150,000 Gallons
Item 4- 36 Orthophosphoric Acid (Bulk)	16,600 Gallons
Item 5 Liquid Polymer (Anionic Polyacrylamide)	1,600 Gallons
Item 6-Dry Polymer (nonionic Polyacrylamide)	8,000 Pounds

Each chemical may be awarded separately.

The City reserves the right to reject any/all bids if it is in the best interest of the City to do so.

ITEM 1

SODIUM HYDROXIDE (25% SOLUTION)

- DESCRIPTION - Sodium Hydroxide (25% solution), intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B501.
- QUANTITY - 60,000 Gallons Annually
- Sodium Hydroxide (25% solution) shall normally be shipped in bulk loads of up to 5,000 gallons. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-501.
- CERTIFICATE - Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

ITEM 2

SODIUM HYPOCHLORITE 15% SOLUTION

- DESCRIPTION - Sodium Hypochlorite (15% solution) intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B300.
- QUANTITY - 110,000 Gallons Annually
- Sodium Hypochlorite shall be shipped in bulk. Normal shipment will be

5,000 gallons. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-300.

Quality Assurance - All shipments must be filtered by the supplier during delivery.

CERTIFICATE - Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

ITEM 3

LIQUID POLYALUMINUM CHLORIDE

DESCRIPTION - Polyaluminum Chloride coagulant, intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B408.
The Poughkeepsies' Water Treatment Plant reserves the right to qualify any bidder prior to awarding of the bid. Qualification of a bidder shall include warm and cold water jar testing, pilot plant testing and a minimum of 1 month full scale plant testing.
The owner will compare alternative Polyaluminum Chloride products to the selected low bidder throughout the calendar year to insure optimum treatment under all water quality conditions. Should the owner determine that another coagulant is more cost effective the owner reserves the right to cancel this contract at no cost to the owner.
The owner also reserves the right to factor in to the bidding process the issue of dosage of chemical required. Some Polyaluminum Chlorides are more effective than others at lower dosages. This could affect the quantity that the plant uses on an annual basis.

Specifications for this Chemical:

- 1) Al_2O_3 10.5% +/- 0.2%
- 2) Basicity 67% - 73%
- 3) Spec. Gravity 1.26 +/- 0.02
- 4) Sulfate 1.6% +/- 0.3%

Full scale warm and cold water testing **IS** required at the treatment plant. Supplier will supply a product analysis and the name of the service/technical rep should be included with the bid package. Supplier must be available for plant visits to evaluate product performance at least 4 times a year, if requested by the Plant Administrator. This shall be at no cost to the Treatment Plant. Supplier shall conduct a minimum of two training classes on the chemistry of coagulation and flocculation at the treatment facility which is approved by the New York State Health Department for Operator Certification.

References shall be provided upon request.

QUANTITY - 130,000 Gallons Annually. (Dependant on the chemical composition)

Polyaluminum Chloride shall normally be shipped in bulk loads of 4,000-5,000 gallons. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-408. . .

CERTIFICATE -
compliance
analysis furnished

Each shipment and part thereof must have a certificate of weight, affidavit of to this specification and any cited standard, and a chemical and screen at the time of each delivery

TEM 4

36% ORTHOPHOSPHORIC ACID

DESCRIPTION - Orthophosphoric Acid (36% solution), intended for use in treatment of drinking water, shall meet the following minimum qualifications:

Color	Clear liquid Turbidity < 10 NTU
Odor	None
Specific Gravity	1.2 - 1.3 @ 20degrees C
Weight/gallon	10.2 - 11.2 lbs./gal
pH	<1.0
Phosphate as Orthophosphate (PO ₄)	Not less than 35%
Phosphate as Metaphosphate (PO ₄)	less than 1%
Phosphate as Polyphosphate (PO ₄)	less than 1%
Phosphate as P ₂ O ₅	26 - 28%
Zinc as ZnO	Less than 0.01%
Zinc (Zn)	Less than 0.01%
Sodium (Na)	Less than 50,000 ppm
Potassium (K)	Less than 20%
Silicate as SiO ₂	Less than 1%
Fluoride (F)	Less than 25,000 ppm

The material shall be free from any foreign materials or chemical precipitates and have no chlorine demand. The material shall not freeze above 20 degrees F.

The orthophosphate shall not contain soluble substances or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water that has been properly treated with orthophosphate.

QUALITY

ASSURANCE - All shipments are to be accompanied by an analytical sheet specifying the pH Specific Gravity at 20⁰ C, turbidity, temperature and color.

CERTIFICATE - Each shipment shall be delivered to the City/Town Water Treatment Plant. The normal shipment amount will be 5,000 to 6,000 gallons. Each delivery shall be provided with a certificate of weight affidavit of compliance to this specification and the requirements of NSF standard 60 - Drinking Water Treatment Chemicals - Health Effects.

ITEM 5

Liquid Polymer (Anionic Polyacrylamide)

- DESCRIPTION -** Liquid Polymer (Anionic), intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B453. Currently we are using CLARIFLOC A-6320, a Polydyne product. Successful bidder will have an identical or similar product that can meet testing requirements at the Poughkeepsie Water Treatment Plant.
- QUANTITY -** 1600 Gallons Annually
Liquid Polymer shall be shipped in 55 gallon drums. Normal shipment will be 8 drums. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-453.
- CERTIFICATE -** Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

ITEM 6

Dry Polymer (Nonionic polyacrylamide)

DESCRIPTION - Dry Polymer (Non-ionic), intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B453. Currently, we are using CLARIFLOC N-3300, a Polydyne product. Successful bidder will have an identical or similar product that can meet testing requirements at the Poughkeepsie Water Treatment Plant.

QUANTITY - 7000 Pounds Annually
Dry Polymer shall be shipped in 50 – 55 pound bags on pallets of 40 bags. Normal shipment will be 1 pallet. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-453.

CERTIFICATE - Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

14.1 QUANTITIES AND USAGE

The quantities are indefinite, but estimates given in the proposal reflect anticipated requirements.

The contract, however, shall be for the quantities actually ordered during the contract period.

It should be noted that the extension of this contract to certain political subdivisions and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all the quantities actually ordered by the City.

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, Water Treatment Chemicals; Bid #RFB-COP-03-23-01, Dated April 19, 2023, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	AWWA#	Unit of Measure	Price for Initial Term: 06/01/23-05/31/24
Water Treatment Chemicals			
Item 1- 25% Sodium Hydroxide - Caustic (Bulk)			No Bid
Item 2- 15% Sodium Hypochlorite Solution (Bulk)			No Bid
Item 3- Liquid Polyaluminum Chloride (Bulk)			No Bid
Item 4- 36% Orthophosphoric Acid			No Bid
Item 5- Liquid Polymer (Anionic Polyacrylamide) CLARIFLOC A-6320	B-453	Lb.	\$1.54/Lb.
Item 6- Dry Polymer (Nonionic Polyacrylamide) CLARIFLOC N-3300P	B-453	Lb.	\$2.55/Lb.

Submitted by: Polydyne Inc.

(Company Name)

Address: 1 Chemical Plant Road, Riceboro, GA 31323Contact Person: Boyd Stanley, Sr. Vice-PresidentTelephone: (800) 848-7659 Opt. 2 Cell: (912) 880-2078Email: bids@polydyneinc.com

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

Bid submitted by: Polydyne Inc.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

1 Chemical Plant Road
Riceboro, GA 31323

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

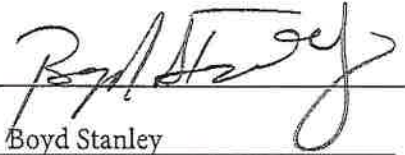
(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed



By

Boyd Stanley
Sr. Vice-(President)

Dated 4/10/23

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Delaware."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

."

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J. Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

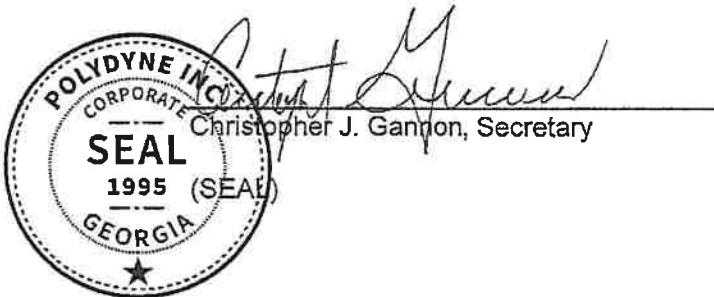
RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further

RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further

RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.



I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.

A handwritten signature, likely of Mark Schlag, written in ink.

Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 4/10/2023

**Polydyne Inc.
General Information**

Federal Identification No. 34-1810283

State of Incorporation: Delaware

Date of Incorporation: August 21, 1995

Administrative Offices: P.O. Box 279,
1 Chemical Plant Road
Riceboro, GA 31323

Payment Address: P.O. Box 404642
Atlanta, GA 30384-4642

Board of Directors

John Pittman

Officers

President	John Pittman
Secretary	Christopher Gannon
VP-Finance, CFO, Treasurer & Assistant Secretary	Mark Schlag
Senior Vice President	Boyd Stanley
Vice President	Ken Luke

***Authorized Signers-Non Officers**

Bobby Wise	Controller
-------------------	-------------------

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

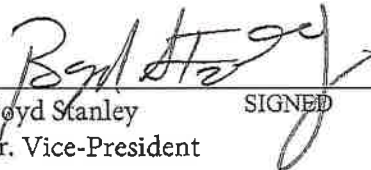
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

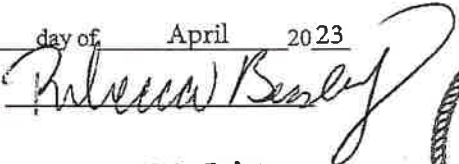
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Boyd Stanley, being duly sworn, deposes and says that he/she is the
Sr. Vice-President of the
Polydyne Inc. Corporation and that neither the Bidder/Contractor nor any
proposed subcontractor is identified on the Prohibited Entities List.



Boyd Stanley SIGNED
Sr. Vice-President

SWORN to before me this

10th day of April 2023
Notary Public: 

My Commission Expires
December 17, 2026



WATER TREATMENT CHEMICALS
RFB-COP-03-23-01

Receipt of Addendum: None Received

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____
_____	_____

SAMPLE CONTRACT

AGREEMENT

THIS AGREEMENT, MADE THIS DAY _____, 2023 by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the "CITY"), and _____, a Corporation with offices Located at _____ (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY intends to purchase miscellaneous water treatment chemicals for the City of Poughkeepsie's Joint Water Treatment Plant from the Contractor as in connection with the annexed proposal documents, entitled "Water Treatment Chemicals", which is attached hereto and incorporated herein as Schedule A;

WHEREAS, The City issued Solicitation No. RFB-COP-03-23-01 on _____ (the "Solicitation"); and the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023 at line item 90-19-8330-7428

WHEREAS, the City evaluated the responses received and found the Vendor qualified to provide the necessary products; and

WHEREAS, the CONTRACTOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms;

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

The Contractor agrees to diligently provide all products for the Purchase and shall comply strictly with all terms and conditions of Solicitation No. RFB-COP-03-23-01 as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 2 COSTS

The City shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Schedule "A", attached hereto and incorporated herein.

- A. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and the City may elect to

issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

- B. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services provided under this Agreement, the City will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3 **CONTRACT TERM**

The initial term is for a minimum of one (1) year period beginning on or before, June 1, 2023 through May 31, 2024. No price increase will be allowed during this period.

ARTICLE 4 **RENEWAL:**

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with the national CPI indicators if Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

ARTICLE 5 **BONDS**

No bonds are required for this contract.

ARTICLE 6 **DEFINITIONS**

All terms shall be as defined in the Bid Documents, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 7

OWNER AND CONTRACTOR'S REPRESENTATIVE

The delivery will be under the general direction of the Joint Water Plant Administrator, Randy Alstadt, or his designated representative. The Administrator can be reached at 845-451-4173 ext 2003, who shall, under the direction of the Owner, have complete charge of any delivery's and shall exercise full supervision and direction of the delivery so far as it affects the interest of the Owner.

ARTICLE 8

PERFORMANCE OF WORK

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measure. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Recreation Superintendent to the end of promoting safety and avoiding accidents.

ARTICLE 9

QUALIFICATIONS OF CONTRACTOR

You specifically represent and covenant that you and your officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify you or them individually for the particular duties they perform hereunder.

ARTICLE 10

PAYMENT AND RELEASE

The Contractor shall be entitled to payments hereunder in consideration for delivery of such products deemed satisfactory to the Joint Water Plant Administrator.

ARTICLE 11 **ASSIGNMENT OR DELEGATION**

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 12 **IDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City of Poughkeepsie, the successful bidder shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the successful bidder, including the content or nature of advertising. In addition, the successful bidder shall assume the defense of The City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by The City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse The City payment of any sums reasonable to settle such litigation or claims.

ARTICLE 13 **DEFENSE OF ACTIONS**

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, law suits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and law suits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 14 **INSURANCE**

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors,

product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

2. If required by owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 15

COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 16

DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts and Supply, who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Board of Contracts and Supply.

ARTICLE 17

TERMINATION

- a. *Without Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.
- b. *With Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor, with subsequent written notice to be given to the Contractor of termination with cause.
- c. *For Convenience:* The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date."

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 18

NON-APPROPRIATION CLAUSE :

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 19 **NON-WAIVER**

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 20 **NONDISCRIMINATION**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 21 **LIABILITY OF THE OWNER**

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 22 **TERMINATION FOR REFUSAL TO TESTIFY**

The bidder or Contractor, as the case may be, agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such

person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Bidder warrants that he (they) is (are) not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 23 **RETENTION OF RECORDS**

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, purchase records, insurance records, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 24 **NOTICES**

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 25 **CHOICE OF LAW/VENUE**

Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

ARTICLE 26 **NO ARBITRATION**

Disputes involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 25 hereof.

ARTICLE 27 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 28 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 29 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 30 THIRD PARTY BENEFICIARY

The parties to this agreement expressly acknowledge that the Town of Poughkeepsie is an intended third-party beneficiary of the representations, warranties and covenants contained herein and has the right to enforce the terms of this agreement as though it were a party hereto.

ARTICLE 31 ENTIRE AGREEMENT

The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

XXXXXXXXXXXXXX

By: _____
Marc Nelson, Mayor

By: _____
XXXXXXXXXXXXXX

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 20 , before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose

name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 20 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Reviewed by Corporation Counsel: _____ **Date:** _____



WATER SCIENCE

polydyneinc.com

BID EXCEPTION

Polydyne Inc. is requesting that the Professional Liability Coverage Requirement of RFB-COP-03-2301 be waived. Polydyne Inc. does not carry Professional Liability coverage, since the role of polymer supplier does not merit this type of coverage. Any issues with Clarifloc A-6320 and N-3300P, which is currently used by the city, would be covered under Polydyne Inc.'s Commercial General Liability coverage. Commercial General Liability, Umbrella Liability and Workers Compensation and Employer's Liability cover instances when Polydyne Inc. personnel are working at the City's location. A copy of the city's current Certificate of Liability Insurance is attached.

Professional Liability coverage is necessary for Accountants, Consultants, Market Research Firms, Advertising Agencies and Healthcare Professionals. All of these types of business have one thing in common; they are marketing their knowledge and expertise to their customers. In contrast, Polydyne Inc. is marketing polymer.

A handwritten signature in black ink, appearing to read 'Boyd Stanley', written over a horizontal line.

Boyd Stanley
Sr. Vice-President

04/10/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas – 8 th Floor New York, NY 10036	CONTACT NAME: Andrea Kim		
	PHONE (A/C, No, Ext): 212.293-6203 FAX (A/C, No): 212.488.0220		
	E-MAIL ADDRESS: andrea.kim@epicbrokers.com		
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY		25445
	INSURER B: HARTFORD FIRE INSURANCE COMPANY		19682
	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY		22357
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	IEPICB5ZFB003	12/31/2022	12/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	10ABR30603	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS	Y	Y	IEELCASB5ZFD003	12/31/2022	12/31/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Y	10WNR30600	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	POLLUTION LIABILITY	Y	Y	IEPICB5ZFB003	12/31/2022	12/31/2023	LIMIT: \$1,000,000 DEDUCTIBLE: \$250,000

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

City of Poughkeepsie is included as Additional Insured where required by written contract with respects to liability arising out of the Named Insured operations and in accordance with the policies provisions. Insurance coverage applies on a primary and non-contributory basis and includes waiver of subrogation where required by written contract and in accordance with the policies provisions.

EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER \$1M POLLUTION LIABILITY

CERTIFICATE HOLDER

CANCELLATION

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12602

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

14

Andrea Kim

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The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, April 10, 2023** at 12:15 a.m. Eastern Time.

Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Polydyne+Inc%2E&TradeName=a%2D6320&PlantState=Georgia+GA&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Polydyne+Inc%2E&TradeName=a%2D6320&PlantState=Georgia+GA&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

[Visit this company's website](http://www.polydyneinc.com)

(<http://www.polydyneinc.com>)

Facility : Riceboro, GA

Polyacrylamide[PC]

Trade Designation

Clarifloc® A-6320

Product Function

Coagulation & Flocculation

Max Use

3 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

CLARIFLOC A-6320 POLYMER

PRINCIPAL USES

CLARIFLOC A-6320 is a low charge anionic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering. CLARIFLOC A-6320 is NSF certified for clarification of potable water at dosages up to 3 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Anionicity	5 %
Active Polyacrylamide Min.	29 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7

PREPARATION AND FEEDING

CLARIFLOC A-6320 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	34 - 41 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	4.3 - 5.7 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC A-6320, sprinkle vermiculite or equivalent absorbent over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC A-6320 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-6320 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product Identifier

Product name: **CLARIFLOC™ A-6320**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

CLARIFLOC™ A-6320

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/-range: 20 - 45%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Concentration/-range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures*5.1. Extinguishing media**Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

*5.2. Special hazards arising from the substance or mixture**Hazardous decomposition products:*

Thermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

*5.3. Advice for firefighters**Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures*6.1. Personal precautions, protective equipment and emergency procedures*

Personal precautions:

Avoid contact with skin and eyes. Spills produce extremely slippery surfaces. Do not touch or walk through spilled material.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

*6.3. Methods and material for containment and cleaning up**Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage*7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection*8.1. Control parameters**Occupational exposure limits:*

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) *Hand protection:* PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) *Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

Breathing apparatus needed only when aerosol or mist is formed. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

d) Additional advice:

Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.

h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	No data available.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Incompatible with oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m ³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

SAFETY DATA SHEET

CLARIFLOC™ A-6320

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Danio rerio/96 hours > 100 mg/L (Estimated) LC50/Oncorhynchus mykiss/96 hours > 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L (Estimated)
Acute toxicity to algae:	IC50/Algae/72 hours > 100 mg/L (Estimated)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days > 1000 mg/L

Toxicity to microorganisms: EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Acute toxicity to fish: LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)

Acute toxicity to invertebrates: EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)

Acute toxicity to algae: IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)

Chronic toxicity to fish: No data available.

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)

Toxicity to microorganisms: EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation: Not readily biodegradable.

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

SAFETY DATA SHEET

CLARIFLOC™ A-6320

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

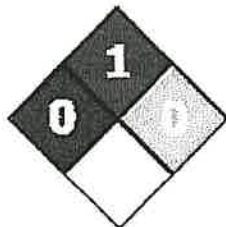
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0

**HMIS:**

Health: 0
Flammability: 1
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 6. Accidental release measures, SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 10. Stability and reactivity, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:**Acronyms**

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENAC001A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, April 10, 2023** at 12:15 a.m. Eastern Time.

Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Polydyne+Inc%2E&TradeName=n%2D3300P&PlantState=Georgia+GA&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Polydyne+Inc%2E&TradeName=n%2D3300P&PlantState=Georgia+GA&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

[Visit this company's website](#)

<http://www.polydyneinc.com>

Facility : Riceboro, GA

Polyacrylamide[PC]

Trade Designation

Clarifloc® N-3300P

Product Function

Coagulation & Flocculation

Max Use

1 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

CLARIFLOC N-3300P POLYMER

PRINCIPAL USES

CLARIFLOC N-3300P is a **nonionic** polyacrylamide that is used as a flocculant or coagulant aid in a wide variety of municipal water and wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, dewatering, and filtration. CLARIFLOC N-3300P can be used alone or in conjunction with other organic and inorganic coagulants. CLARIFLOC N-3300P is NSF certified for clarification of potable water at dosages up to 1.0 mg/L.

TYPICAL PROPERTIES

Physical Form	White Granular Powder
Ionic Nature	Nonionic
pH (0.25% Sol'n)	7-8

PREPARATION AND FEEDING

CLARIFLOC N-3300P is water soluble, but certain precautions should be followed to obtain total dissolution with minimum loss of activity. Complete wetting of the individual polymer particles is the single most important factor in the preparation of powdered polymer solutions. One method to achieve good wetting is to use an aspirator type disperser that draws the solid polymer particles into the water stream using a vacuum created by water pressure. A water pressure of 30 psig or greater is required to implement this method. The wetted polymer from the aspirator should be discharged into a vessel equipped with a high speed mixer capable of stirring the entire tank. The polymer solution should be stirred for 15-60 minutes or until dissolution is complete. The suggested make-down concentration for CLARIFLOC N-3300P is 0.1-0.5% by weight. Completely automated equipment is commercially available.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials for dissolution tanks. Unlined mild steel, black iron, galvanized steel, copper or brass should not be used in any part of the feed system. Stainless steel or PVC are recommended for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

% Moisture	< 12
UL Viscosity	3.7 - 4.4 cPs
% Insolubles	< 2.0

HANDLING AND STORAGE

Suggested in-plant storage of CLARIFLOC N-3300P is one year in unopened bags. Store in a cool, dry area. For spills of dry CLARIFLOC N-3300P, sweep up the material and reuse, if possible. Do not spray water on spilled dry product because the resulting gel is very slippery and difficult to clean up. For spills of CLARIFLOC N-3300P solutions, sprinkle sawdust or vermiculite over the spill area and sweep into approved chemical disposal containers. Rock salt cuts slipperiness.

SAFETY INFORMATION

CLARIFLOC N-3300P can potentially irritate the skin, eyes and lungs, so gloves, goggles and filter type respirator should be worn while handling this product. CLARIFLOC N-3300P is not readily ignited, but it will support an existing fire. Foam, CO₂ or dry chemical methods should be used because polymer-water mixtures are very slippery. Anyone responsible for the procurement, use or disposal of CLARIFLOC N-3300P should familiarize themselves with the appropriate safety and handling precautions outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC N-3300P, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC N-3300P shipped in 55 pound bags and supersacks. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ N-3300P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

CLARIFLOC™ N-3300P

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Aqueous solutions or powders that become wet render surfaces extremely slippery.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off with soap and plenty of water. Get medical attention if irritation develops and persists.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. In case of persistent eye irritation, consult a physician.

Ingestion:

Rinse mouth. Do not induce vomiting without medical advice. Get medical attention if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

Powder can cause localised skin irritation in folds of the skin or under tight clothing. Moderate eye irritation due to effects all powders have on conjunctivae.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

Aqueous solutions or powders that become wet render surfaces extremely slippery.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Aqueous solutions or powders that become wet render surfaces extremely slippery.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Thermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

In the event of fire, wear self-contained breathing apparatus.

Other information:

Aqueous solutions or powders that become wet render surfaces extremely slippery.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:*

Aqueous solutions or powders that become wet render surfaces extremely slippery.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Clean up promptly by sweeping or vacuum. Keep in suitable, closed containers for disposal.

Large spills:

Do not flush with water. Clean up promptly by sweeping or vacuum. Keep in suitable, closed containers for disposal.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 9: Physical and chemical properties; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

No special precautions required. Aqueous solutions or powders that become wet render surfaces extremely slippery.

7.2. Conditions for safe storage, including any Incompatibilities

Keep in a dry place. Keep container closed when not in use.
Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:
None known.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if dusting occurs. Natural ventilation is adequate in absence of dusts.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) Other: Workclothes protecting arms, legs and body. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

No personal respiratory protective equipment normally required. Dust safety masks recommended where working powder concentration is more than 10 mg/m³.

d) Additional advice:

Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment. Do not flush into surface water.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Granular solid, White.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	5 - 8 @ 5 g/L (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	> 150°C
f) Initial boiling point and boiling range:	Not applicable.
g) Flash point:	Not applicable.
h) Evaporation rate:	Not applicable.
i) Flammability (solid, gas):	No data available.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	Not applicable.
l) Vapour density:	Not applicable.
m) Relative density:	0.5 - 0.9 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Soluble in water.
o) Partition coefficient:	-2
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

SECTION 10: Stability and reactivity*10.1. Reactivity*

None known.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

None known.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information*11.1. Information on toxicological effects*Information on the product as supplied:

The product contains no substances which at their given concentration, are considered to be hazardous to health.

SECTION 12: Ecological information*12.1. Toxicity*Information on the product as supplied:

Contains no substances known to be hazardous to the environment.

*12.2. Persistence and degradability*Information on the product as supplied:

Degradation: Not readily biodegradable.

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): -2

Bioconcentration factor (BCF): ~0

12.4. Mobility in soil

Information on the product as supplied:

None.

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

SAFETY DATA SHEET

CLARIFLOC™ N-3300P

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

SAFETY DATA SHEET

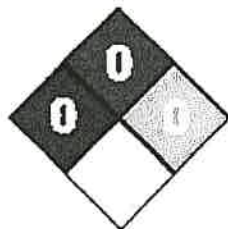
CLARIFLOC™ N-3300P

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	0
Instability:	0



HMIS:

Health:	0
Flammability:	0
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 11. Toxicological information, SECTION 12. Ecological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

PRNC001

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



WATER SCIENCE

polydyneinc.com

TABULATIONS FOR BID

To: City of Poughkeepsie

State: NY

From: Polydyne Inc.

Fax No. (912) 880-2078

Opened: 4/19/23

Subject: Proposal for RFB-COP-03-23-01: Water Treatment Chemicals

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please email these tabulations to bids@polydyneinc.com or fax to the below-referenced number.

Awarded: YES/NO

(circle one)

If YES, indicate awarded vendor with an *

If NO, indicate expected date of award.

Participants	Product Code	Unit Price/Lb.
Polydyne Inc.	CLARIFLOC A-6320	\$1.54/Lb.
Polydyne Inc.	CLARIFLOC N-3300P	\$2.55/Lb.

Thank you for your assistance.

Sincerely,

Sandy Wells

Sandy Wells
Sr. Bid Specialist

Database ID: 123-079A/B

AGREEMENT

THIS AGREEMENT, MADE THIS **3rd** DAY of **May, 2023** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the CITY), and **Kuehne Chemical Co, Inc.**, a Corporation organized under the laws of New Jersey with offices located at **86 North Hackensack Avenue, Kearny, NJ 07032** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY intends to purchase Sodium Hypochlorite Solution at \$2.175 per gallon for the **City of Poughkeepsie's Joint Water Treatment Plant** from the Contractor in connection with the annexed proposal documents which are attached hereto and incorporated herein as Schedule "A"; and

WHEREAS, the City issued Solicitation No. **RFB-COP-03-23-01** on March 28, 2023 (the "Solicitation"); and the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023 at line item 90-19-8330-7428; and

WHEREAS, the City evaluated the responses received and found the CONTRACTOR qualified to provide the necessary products; and

WHEREAS, the CONTRACTOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms;

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 **STATEMENT OF WORK**

The Contractor agrees to diligently provide all products for the Purchase and shall comply strictly with all terms and conditions of Solicitation No. **RFB-COP-03-23-01** as modified by any addenda, copies of which are on file with the City's Purchasing Department and which are deemed incorporated into this Agreement.

ARTICLE 2 **COSTS**

The City shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Schedule "A", attached hereto and incorporated herein.

A. Notwithstanding the preceding, the Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the City. The Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and the City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

B. All funds for payment by the City under this Agreement are subject to the

availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services provided under this Agreement, the City will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3 **CONTRACT TERM**

The term of this contract shall be for a one (1) year period on or before **June 1, 2023 to May 31, 2024**. No Price increase shall be allowed during this term. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, the Contractor may increase pricing consistent with the national CPI indicators if the Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. The Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

ARTICLE 4 **BONDS**

No bonds are required for this contract.

ARTICLE 5 **DEFINITIONS**

All terms shall be as defined in the Bid Documents, copies of which are on file with the City's Purchasing Department and which are deemed incorporated into this Agreement.

ARTICLE 6 **OWNER AND CONTRACTOR'S REPRESENTATIVE**

The delivery will be under the general direction of the Joint Water Plant Administrator, Randy Alstadt, or his designated representative. The Administrator can be reached at 845-451-4173 ext 2003, who shall, under the direction of the Owner, have complete charge of any deliveries and

shall exercise full supervision and direction of the delivery so far as it affects the interest of the Owner.

ARTICLE 7 **PERFORMANCE OF WORK**

- b. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If the Contractor performs any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, the Contractor shall assume full responsibility therefore and shall bear all costs and expenses thereto. The Contractor shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- c. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- d. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Recreation Superintendent to the end of promoting safety and avoiding accidents.

ARTICLE 8 **QUALIFICATIONS OF CONTRACTOR**

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 **PAYMENT AND RELEASE**

The Contractor shall be entitled to payments hereunder in consideration for delivery of such products deemed satisfactory to the Joint Water Plant Administrator.

ARTICLE 10 **ASSIGNMENT OR DELEGATION**

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 **IDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City of Poughkeepsie, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the Contractor, including the content or nature of advertising. In addition, the Contractor shall assume the defense of the City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the City payment of any sums reasonable to settle such litigation or claims.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 13 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 14 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 15 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts and Supply, who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Board of Contracts and Supply.

ARTICLE 16 TERMINATION

- a. *Without Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.

- b. *With Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor, with subsequent written notice to be given to the Contractor of termination with cause.
- c. *For Convenience:* The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date.

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 17 NON-APPROPRIATION CLAUSE

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 18 NON-WAIVER

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 19 NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 20 LIABILITY OF THE OWNER

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as, and shall be a release of said Owner,

its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 21 **TERMINATION FOR REFUSAL TO TESTIFY**

The Contractor agrees on his/her/their own behalf (if he/she/they is/are an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he/she/they is/are a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he/she/they is/are a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

The Contractor warrants that it is not disqualified from bidding on this contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law).

ARTICLE 22 **NOTICES**

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 **RETENTION OF RECORDS**

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. These records shall include, but shall not be limited to, purchase records, insurance records, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made

available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 24 **CHOICE OF LAW/VENUE**

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 25 **NO ARBITRATION**

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 24 hereof.

ARTICLE 26 **SEVERABILITY**

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 27 **RULES OF CONSTRUCTION**

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 28 **REQUIRED PROVISIONS OF LAW**

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 29 **THIRD PARTY BENEFICIARY**

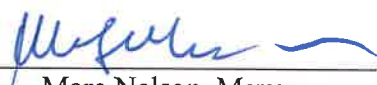
The parties to this agreement expressly acknowledge that the Town of Poughkeepsie is an intended third-party beneficiary of the representations, warranties and covenants contained herein and has the right to enforce the terms of this agreement as though it were a party hereto.

ARTICLE 30 **ENTIRE AGREEMENT**

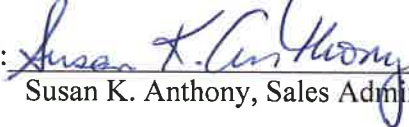
The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 
Marc Nelson, Mayor

Kuehne Chemical Co., Inc.

By: 
Susan K. Anthony, Sales Administrator



86 North Hackensack Avenue
Kearny, NJ 07032-4673
Tel. 973-589-0700
Fax. 973-589-4866
www.kuehnecompany.com

CORPORATE RESOLUTION

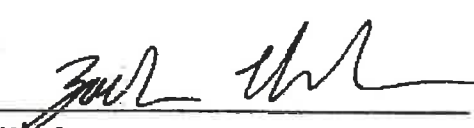
January 18, 2022

To Whom It May Concern,

In accordance with the action and resolution of the Board of Directors of Kuehne Chemical Company, Inc. (the "Company") concerning persons authorized to execute and deliver contracts, documents, and instruments on behalf of the Company, please be advised as follows:

- 1. As President of the Company, I specifically authorize and empower the following individuals to execute and deliver, on behalf of the Company, those documents identified in paragraph 2 below:**
 - Susan K. Anthony
 - Cynthia LaValley
 - Jaclyn DiCostanzi
 - Valerie Kuehne
 - David Zilberfarb
 - David G. Tahan
 - Richard Wilkes

- 2. Bid and contract documents including Notices of Award, Vendor/Contractor Agreements, Bid Bonds, Consent of Surety, Performance Bonds, Non-Collusion Affidavit, Ownership Statement, Bid Questionnaire, Bid Proposal Checklists, Chemical affidavits, statements of compliance, affidavits, bidder disclosure statements, acknowledgements, customer contracts, and supplier contracts.**


Zach Kuehne
President
Kuehne Chemical Company, Inc.

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 13th day of June, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

ALLYSON R. SMITH

Notary Public

ALLYSON R. SMITH
Notary Public, State of New York
No. 01SM6368247
Qualified in Dutchess County
Commission Expires 12/11/2025

New Jersey
STATE OF ~~NEW YORK~~)

) ss:

Hudson
COUNTY OF ~~DUTCHESS~~)

On the 8th day of June, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Susan K Anthony, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Jaclyn D. Costanzi
Notary Public

Jaclyn Dicostanzi
Notary Public
New Jersey
My Commission Expires 1-2-2024
No. 50095978

Reviewed by Corporation Counsel:

[Signature]

Date: 5/3/23

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 20 , before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 20 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Reviewed by Corporation Counsel: _____ **Date:** _____

SCHEDULE “ A”



ORIGINAL

86 North Hackensack Avenue
Kearny, NJ 07032-4673
Tel. 973-589-0700
Fax. 973-589-4866
www.kuehnecompany.com

April 13, 2023

Attn: Purchasing Agent
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

RE: BID DATE: April 19, 2023
TIME: 2:30 pm
FOR: RFB-COP-03-23-01 – Water Treatment Chemicals

Ladies and Gentlemen:

In response to your invitation to bid, we would be pleased to supply your requirement of chemicals.

We hope this proposal meets with your approval and can assure you of the best in service and a quality product, if it is your decision to place this business with us.

Sincerely,

Susan K. Anthony
Sales Administrator
Kuehne Chemical Co., Inc.



86 North Hackensack Avenue
Kearny, NJ 07032-4673
Tel. 973-589-0700
Fax. 973-589-4866
www.kuehnecompany.com

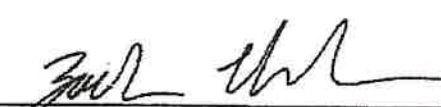
CORPORATE RESOLUTION

January 18, 2022

To Whom It May Concern,

In accordance with the action and resolution of the Board of Directors of Kuehne Chemical Company, Inc. (the "Company") concerning persons authorized to execute and deliver contracts, documents, and instruments on behalf of the Company, please be advised as follows:

1. As President of the Company, I specifically authorize and empower the following individuals to execute and deliver, on behalf of the Company, those documents identified in paragraph 2 below:
 - Susan K. Anthony
 - Cynthia LaValley
 - Jaclyn DiCostanzi
 - Valerie Kuehne
 - David Zilberfarb
 - David G. Tahan
 - Richard Wilkes
2. Bid and contract documents including Notices of Award, Vendor/Contractor Agreements, Bid Bonds, Consent of Surety, Performance Bonds, Non-Collusion Affidavit, Ownership Statement, Bid Questionnaire, Bid Proposal Checklists, Chemical affidavits, statements of compliance, affidavits, bidder disclosure statements, acknowledgements, customer contracts, and supplier contracts.


Zach Kuehne
President
Kuehne Chemical Company, Inc.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, October 26, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0568070&Standard=060&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Kuehne Chemical Company Inc.

86 North Hackensack Avenue

Kearny, NJ 07032

United States

973-589-0700

Visit this company's website

(<http://www.kuehnecompany.com>)

Facility : New Haven, CT

Hydrochloric Acid

Trade Designation

Hydrochloric Acid - 28%

Product Function

pH Adjustment

Max Use

50mg/L

Scale Control

Hydrochloric Acid - 30%

pH Adjustment

47mg/L

Scale Control

Hydrochloric Acid - 32%

pH Adjustment

44mg/L

Scale Control

Sodium Hydroxide

Trade Designation

Sodium Hydroxide 25%

Product Function

pH Adjustment

Max Use

400mg/L

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SODIUM HYPOCHLORITE SOLUTION 10.5%	Bactericide Disinfection & Oxidation	84mg/L
SODIUM HYPOCHLORITE SOLUTION 11.5%	Bactericide Disinfection & Oxidation	82mg/L
SODIUM HYPOCHLORITE SOLUTION 12.5%	Bactericide Disinfection & Oxidation	80mg/L
SODIUM HYPOCHLORITE SOLUTION 14%	Bactericide Disinfection & Oxidation	70mg/L
SODIUM HYPOCHLORITE SOLUTION 15.5%	Bactericide Disinfection & Oxidation	63mg/L
Sodium Hypochlorite - 10.3% Available Chlorine by weight	Bactericide Disinfection & Oxidation	84mg/L
Sodium Hypochlorite - 11.4% Available Chlorine by weight	Bactericide Disinfection & Oxidation	82mg/L
Sodium Hypochlorite - 12%	Bactericide Disinfection & Oxidation	84mg/L
Sodium Hypochlorite - 12.5% Available Chlorine by weight	Bactericide Disinfection & Oxidation	80mg/L
Sodium Hypochlorite - 13.5%	Bactericide Disinfection & Oxidation	82mg/L
Sodium Hypochlorite - 15%	Bactericide Disinfection & Oxidation	80mg/L
Sodium Hypochlorite - 20%	Bactericide Disinfection & Oxidation	63mg/L
Sodium Hypochlorite - 4.7% Available Chlorine by weight	Bactericide Disinfection & Oxidation	200mg/L
Sodium Hypochlorite - 5%	Bactericide Disinfection & Oxidation	200mg/L
Sodium Hypochlorite - 6.4% Available Chlorine by weight	Bactericide Disinfection & Oxidation	155mg/L
Sodium Hypochlorite - 7%	Bactericide Disinfection & Oxidation	155mg/L
Sodium Hypochlorite -14.2% Available Chlorine by weight	Bactericide Disinfection & Oxidation	70mg/L
Sodium Hypochlorite-15.9% Available Chlorine by Weight	Bactericide Disinfection & Oxidation	63mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : New Castle, DE**Chlorine[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Chlorine	Algicide Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 25%	pH Adjustment	400mg/L

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite - 4.7% Available Chlorine by weight	Bactericide Disinfection & Oxidation	200mg/L
Sodium Hypochlorite - 5%	Bactericide Disinfection & Oxidation	200mg/L
Sodium Hypochlorite - 6.4% Available Chlorine by weight	Bactericide Disinfection & Oxidation	155mg/L
Sodium Hypochlorite - 7%	Bactericide Disinfection & Oxidation	155mg/L
Sodium Hypochlorite - 12%	Bactericide Disinfection & Oxidation	84mg/L
SODIUM HYPOCHLORITE SOLUTION 10.5%	Bactericide Disinfection & Oxidation	84mg/L
Sodium Hypochlorite - 10.3% Available Chlorine by weight	Bactericide Disinfection & Oxidation	84mg/L
Sodium Hypochlorite - 13.5%	Bactericide Disinfection & Oxidation	82mg/L
SODIUM HYPOCHLORITE SOLUTION 11.5%	Bactericide Disinfection & Oxidation	82mg/L
Sodium Hypochlorite - 11.4% Available Chlorine by weight	Bactericide Disinfection & Oxidation	82mg/L
Sodium Hypochlorite - 15%	Bactericide Disinfection & Oxidation	80mg/L
Sodium Hypochlorite - 12.5% Available Chlorine by weight	Bactericide Disinfection & Oxidation	80mg/L

SODIUM HYPOCHLORITE SOLUTION 12.5%	Bactericide	80mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite -14.2% Available Chlorine by weight	Bactericide	70mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite - 17.5%	Bactericide	70mg/L
	Disinfection & Oxidation	
SODIUM HYPOCHLORITE SOLUTION 14%	Bactericide	70mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite-15.9% Available Chlorine by Weight	Bactericide	63mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite - 20%	Bactericide	63mg/L
	Disinfection & Oxidation	
SODIUM HYPOCHLORITE SOLUTION 15.5%	Bactericide	63mg/L
	Disinfection & Oxidation	
SODIUM HYPOCHLORITE SOLUTION 20%	Bactericide	40mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite-20.2% Available Chlorine by Weight	Bactericide	40mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite - 26%	Bactericide	40mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite-23.1% Available Chlorine by Weight	Bactericide	35mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite - 30%	Bactericide	35mg/L
	Disinfection & Oxidation	

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Kearny, NJ

Chlorine[CL]

Trade Designation	Product Function	Max Use
Liquid Chlorine	Algicide	30mg/L
	Disinfection & Oxidation	

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the

finished drinking water to ensure compliance to all applicable regulations.

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid - 32%	pH Adjustment Scale Control	44mg/L

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 25%	pH Adjustment	400mg/L
Sodium Hydroxide 50%	pH Adjustment	200mg/L

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite - 5%	Bactericide Disinfection & Oxidation	200mg/L
Sodium Hypochlorite - 4.7% Available Chlorine by weight	Bactericide Disinfection & Oxidation	200mg/L
Sodium Hypochlorite - 7%	Bactericide Disinfection & Oxidation	155mg/L
Sodium Hypochlorite - 6.4% Available Chlorine by weight	Bactericide Disinfection & Oxidation	155mg/L
Sodium Hypochlorite - 10.3% Available Chlorine by weight	Bactericide Disinfection & Oxidation	84mg/L
Sodium Hypochlorite - 12%	Bactericide Disinfection & Oxidation	84mg/L
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SODIUM HYPOCHLORITE SOLUTION 11.5%	Bactericide Disinfection & Oxidation	82mg/L
Sodium Hypochlorite - 15%	Bactericide Disinfection & Oxidation	80mg/L
Sodium Hypochlorite -14.2% Available Chlorine by weight	Bactericide Disinfection & Oxidation	70mg/L
Sodium Hypochlorite - 17.5%	Bactericide Disinfection & Oxidation	70mg/L
Sodium Hypochlorite - 12.5% Available Chlorine by weight	Bactericide Disinfection & Oxidation	80mg/L
SODIUM HYPOCHLORITE SOLUTION 12.5%	Bactericide Disinfection & Oxidation	80mg/L

SODIUM HYPOCHLORITE SOLUTION 15.5%	Bactericide	63mg/L
	Disinfection & Oxidation	
SODIUM HYPOCHLORITE SOLUTION 14%	Bactericide	70mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite - 20%	Bactericide	63mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite-15.9% Available Chlorine by Weight	Bactericide	63mg/L
	Disinfection & Oxidation	

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 1

Number of matching Products is 71

Processing time was 0 seconds

CITY OF POUGHKEEPSIE POUGHKEEPSIE, NEW YORK



RFB-COP-03-23-01

WATER TREATMENT CHEMICALS

Hon. Marc Nelson, Mayor

Council Member at Large: Natasha Brown

Council Members

Debra Long
Even Menist
Lorraine F. Johnson
Nathan Shook

Yvonne Flowers
Christopher Grant
Nedra Patterson Thompson
Megan Deichler

THIS BID IS DUE ON April 19, 2023 @ 2:30 P.M.

**PLEASE PLACE ALL BIDS IN A SEALED ENVELOPE MARKED WITH THE NAME OF THE BID
AND THE NUMBER**

Return all bids to the: City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

TO BE ADVERTISED: March 28, 2023 FOR ONE DAY ONLY

ATTENTION VENDORS

If you find that you are not interested in bidding/quoting this particular project,
please fill in this sheet and return it to:

City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

We are very interested in learning why you do not bid.

BID #: RFB-COP-03-23-01

BID TITLE: Water Treatment Chemicals

VENDOR NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE: _____ FAX _____

For purposes of facilitating your firm's response to our bid the City of Poughkeepsie is interested in hearing reasons for failure to respond. If your firm is not responding, please indicate the reason by checking all appropriate items below and returning this form to the address above.

WE ARE NOT RESPONDING BECAUSE:

_____ Items and/or materials requested are not manufactured by us or are not available to our company.

_____ Our items and/or materials do not meet your specifications

_____ Specifications are not clearly understood or applicable _____ too vague _____ too rigid

_____ Quantities too small

_____ Other _____

CITY OF POUGHKEEPSIE, NEW YORK
ADVERTISEMENT AND NOTICE TO BIDDERS

Beginning immediately, sealed bids are sought and invited by the City of Poughkeepsie for **Water Treatment Chemicals; RFB-COP-03-23-01**, as set forth in the specifications prepared by City of Poughkeepsie Purchasing Department.

Sealed bids will be received by the Board of Contract and Supply, c/o Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601 on or before **2:30 pm on April 19, 2023** after which they will be publicly opened and read aloud in the Common Council Chambers, Third floor of City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:

PROPOSAL FOR BID #03-23-01: Water Treatment Chemicals

This Contract is for Water Treatment Chemicals for our Joint Water Plant. **All questions must be submitted in writing via fax at 845-451-4175 or email to: ralstadt@pokwater.com by close of business (4:00 PM EDT) April 13, 2023.**

Specifications and Contract are subject to provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law.

Specifications and bid forms are attached hereto. All mailed proposals must be sealed and **distinctly marked** "**Proposal for RFB-COP-03-23-01: Water Treatment Chemicals**". The City of Poughkeepsie officially distributes bidding documents from the City of Poughkeepsie Purchasing Office, the City of Poughkeepsie website, www.cityofpoughkeepsie.com and through the Hudson Valley Municipal Purchasing Group (HVMPG) Regional Bid Notification System. www.bidnetdirect.com/new-york. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Purchasing Office, the City of Poughkeepsie website, or the HVMPG Regional Bid Notification System will be sent addendum information, if such information is issued.

If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website, or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.bidnetdirect.com/new-york or by visiting www.cityofpoughkeepsie.com

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103d of the General Municipal Law of the State of New York.

OWNERS RIGHTS RESERVED:

The City of Poughkeepsie expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the City of Poughkeepsie may appear to require.

Brian Martinez, PhD
Commissioner of Finance

Dated: March 30, 2023
Poughkeepsie New York

INSTRUCTIONS AND INFORMATION TO BIDDERS

PAGE 1 OF 2

- Read all documents contained in the bid specifications.
- Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.
- Any questions or clarification to the bid specifications or technical specifications must be submitted in writing Via Fax to 845-451-4175 or by email to: ralstadt@pokwater.com prior to the bid opening. Such questions must be in the possession of the Water Administrator 72 hours prior to the bid opening, unless otherwise stated. Verbal questions will not be entertained.
- Bidders **shall indicate, on the outside of their sealed bid, the following information:**
 1. Title and Number of the Bid
 2. Date and Time of Bid Opening

Failure to do so may result in rejection of the bid as being unresponsive.

The following forms are necessary to be submitted as a bid, as well as any additional forms requested in the detailed specifications:

1. CS-1 - Bid proposal form/price page(s).
2. CS-2 – Non-Collusion Affidavit, completed, signed and dated.
3. Iran Divestment Act Document, completed, notarized, signed and dated.

It is not necessary to submit our technical specifications with the bid. They are to be retained by the bidder for their records.

- Official bid copies can be obtained on the following websites: www.bidnetdirect.com/new-york and www.cityofpoughkeepsie.com
- **Bidders must submit one original and one copy of their bids, unless otherwise stated.** The original must be clearly marked. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.
- The City of Poughkeepsie is part of a group known as the "INTERAGENCY PURCHASING COOPERATIVE". This group consists of the County of Dutchess, Dutchess Community College, and 82 different school and fire districts, cities, towns, and villages located throughout Dutchess County. The City of Poughkeepsie is also part of a group known as the "Hudson Valley Municipal Purchasing Group" (HVMPG), which consists of the Counties of Dutchess, Rockland and Ulster; Town of Cortlandt; City of

New Rochelle and the Pearl River School District. Other municipal purchasing agencies in the Hudson Valley will be joining in this regional system. The prices submitted in this bid may be extended and offered to these various agencies for their consideration. If they choose to participate in the proposal they will be submitting their own purchase documents directly to the successful vendor(s).

- Samples may be requested by the City for the purpose of product evaluation. It is understood that samples will be provided at **no charge** to the City and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.
- Sealed bids will be received by the Board of Contract and Supply, c/o Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601 on or before **2:30 pm on April 19, 2023** after which they will be publicly opened and read aloud in the Common Council Chambers, Third floor of City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:
 - **PROPOSAL FOR BID #03-23-01: Water Treatment Chemicals**
- Should the bidder find discrepancies or omissions in the specifications, the bidder shall notify the Purchasing Agent at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.
- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing to all interested vendors clearly indicating the change or alterations.
- The City of Poughkeepsie officially distributes bidding documents from the City of Poughkeepsie Purchasing Office City of Poughkeepsie website, www.cityofpoughkeepsie.com and the Hudson Valley Municipal Purchasing Group (HVMPG) Regional Bid Notification System, www.bidnetdirect.com/new-york. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website, or the HVMPG Regional Bid Notification System will be sent addendum information, if such information is issued.
- If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.bidnetdirect.com/new-york, visiting www.cityofpoughkeepsie.com or contacting the Purchasing Agent.
- All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the NYS General Municipal Law.
- The City of Poughkeepsie reserves the right to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the City. The contract will be awarded to the RESPONSIBLE

BIDDER offering the best price. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the City of Poughkeepsie in its contractual relations.

- No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT:

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

Brian Martinez, PhD
Commissioner of Finance
Date: March 30, 2023

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, Water Treatment Chemicals; Bid #RFB-COP-03-23-01, Dated April 19, 2023, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	AWWA#	Unit of Measure	Price for Initial Term: 06/01/23-05/31/24
Water Treatment Chemicals			
Item 1- 25% Sodium Hydroxide - Caustic (Bulk)		PER GAL	\$2.6667 PER GALLON
Item 2- 15% Sodium Hypochlorite Solution (Bulk)		PER GAL	\$2.175 PER GALLON
Item 3- Liquid Polyaluminum Chloride (Bulk)			NO BID
Item 4- 36% Orthophosphoric Acid			NO BID
Item 5- Liquid Polymer (Anionic Polyacrylamide)			NO BID
Item 6- Dry Polymer (Nonionic Polyacrylamide)			NO BID

Submitted by: Kuehne Chemical Co., Inc.

(Company Name)

Address: 86 North Hackensack Ave., Kearny, NJ 07032Contact Person: Susan K. Anthony, Sales AdministratorTelephone: 973-589-0700 Cell: _____Email: bids@kuehnecompany.com

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

Bid submitted by: Kuehne Chemical Co., Inc.
86 North Hackensack Ave.
Kearny, NJ 07032

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:


Susan K. Anthony, Sales Administrator

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

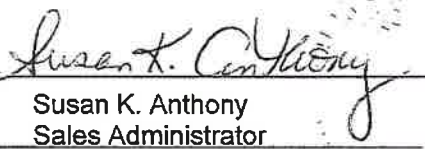
(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed


Susan K. Anthony
Sales Administrator
(President)

Dated 4/13/23

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

New Jersey"

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

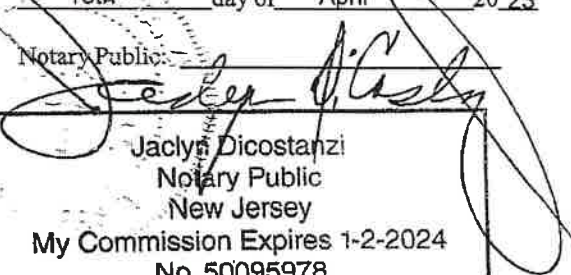
I, Susan K. Anthony, being duly sworn, deposes and says that he/she is the
Sales Administrator of the
Kuehne Chemical Co., Inc. Corporation and that neither the Bidder/Contractor nor any
proposed subcontractor is identified on the Prohibited Entities List.


SIGNED
Susan K. Anthony, Sales Administrator

SWORN to before me this

13th day of April 2023

Notary Public:


Jaclyn Dicostanzi
Notary Public
New Jersey
My Commission Expires 1-2-2024
No. 50095978

WATER TREATMENT CHEMICALS
RFB-COP-03-23-01

Receipt of Addendum:

Addendum No.

None

Date Received

FILE COPY

AGREEMENT

THIS AGREEMENT, MADE THIS **3rd** DAY of **May, 2023** by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the CITY), and **Univar Solutions USA, Inc.**, a Corporation organized under the laws of Washington with offices located at **200 Dean Sievers Place, Morrisville, PA 19067** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY intends to purchase Sodium Hydroxide at \$1.475 per gallon for the **City of Poughkeepsie's Joint Water Treatment Plant** from the Contractor in connection with the annexed proposal documents which are attached hereto and incorporated herein as Schedule "A";

WHEREAS, The City issued Solicitation No. **RFB-COP-03-23-01** on March 28, 2023 (the "Solicitation"); and the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023 at line item 90-19-8330-7428

WHEREAS, the City evaluated the responses received and found the CONTRACTOR qualified to provide the necessary products; and

WHEREAS, the CONTRACTOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms;

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 STATEMENT OF WORK

The Contractor agrees to diligently provide all products for the Purchase and shall comply strictly with all terms and conditions of Solicitation No. **RFB-COP-03-23-01** as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 2 COSTS

The City shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Schedule "A", attached hereto and incorporated herein.

- A. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and the City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- B. All funds for payment by the City under this Agreement are subject to the

availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services provided under this Agreement, the City will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3 **CONTRACT TERM**

The term of this contract shall be for a one (1) year period on or before **June 1, 2023 to May 31, 2024**. No Price increase shall be allowed during this term. The City may terminate with or without cause at any time prior to the contractual end date. The City reserves the right to add or remove services as needed.

RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with the national CPI indicators if Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

ARTICLE 4 **BONDS**

No bonds are required for this contract.

ARTICLE 5 **DEFINITIONS**

All terms shall be as defined in the Bid Documents, copies of which are on file with the City's Purchasing Department and which are deemed incorporated into this Agreement.

ARTICLE 6 **OWNER AND CONTRACTOR'S REPRESENTATIVE**

The delivery will be under the general direction of the Joint Water Plant Administrator, Randy Alstadt, or his designated representative. The Administrator can be reached at 845-451-4173 ext 2003, who shall, under the direction of the Owner, have complete charge of any deliveries and

shall exercise full supervision and direction of the delivery so far as it affects the interest of the Owner.

ARTICLE 7 **PERFORMANCE OF WORK**

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measures. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Recreation Superintendent to the end of promoting safety and avoiding accidents.

ARTICLE 8 **QUALIFICATIONS OF CONTRACTOR**

The Contractor specifically represents and covenants that the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify the Contractor and its officers, employees, agents, servants, consultants, and sub-contractors, individually, for the particular duties to be performed hereunder.

ARTICLE 9 **PAYMENT AND RELEASE**

The Contractor shall be entitled to payments hereunder in consideration for delivery of such products deemed satisfactory to the Joint Water Plant Administrator.

ARTICLE 10 **ASSIGNMENT OR DELEGATION**

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 11 **IDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole

negligence of City of Poughkeepsie, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the Contractor, including the content or nature of advertising. In addition, the Contractor shall assume the defense of the City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the City payment of any sums reasonable to settle such litigation or claims.

ARTICLE 12 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. If required by the Owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the Owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice

in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 13 DEFENSE OF ACTIONS

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, lawsuits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and lawsuits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 14 COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 15 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts and Supply, who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Board of Contracts and Supply.

ARTICLE 16 TERMINATION

- a. *Without Cause*: The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.

- b. *With Cause*: The City may terminate this agreement upon thirty (30) days" prior written notice to the Contractor, with subsequent written notice to be given to the Contractor of termination with cause.
- c. *For Convenience*: The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date."

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 17 **NON-APPROPRIATION CLAUSE**

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 18 **NON-WAIVER**

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 19 **NON-DISCRIMINATION**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 20 **LIABILITY OF THE OWNER**

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished

for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 21 **TERMINATION FOR REFUSAL TO TESTIFY**

The Contractor agrees on his own behalf (if he/she/they is/are an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he/she/they is/are a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership or corporation of which he/she/they is/are a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

The Contractor warrants that it is not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 22 **NOTICES**

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 23 **RETENTION OF RECORDS**

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. These records shall include, but shall not be limited to, purchase records, insurance records, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made

available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 24 **CHOICE OF LAW/VENUE**

Any litigation arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such litigation.

ARTICLE 25 **NO ARBITRATION**

Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 24 hereof.

ARTICLE 26 **SEVERABILITY**

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 27 **RULES OF CONSTRUCTION**

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 28 **REQUIRED PROVISIONS OF LAW**

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 29 **THIRD PARTY BENEFICIARY**

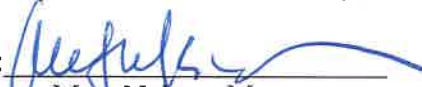
The parties to this agreement expressly acknowledge that the Town of Poughkeepsie is an intended third-party beneficiary of the representations, warranties and covenants contained herein and has the right to enforce the terms of this agreement as though it were a party hereto.

ARTICLE 30 **ENTIRE AGREEMENT**

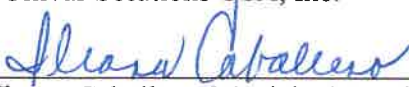
The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

By: 
Marc Nelson, Mayor

Univar Solutions USA, Inc.

By: 
Ileana Caballero, Municipal Specialist

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 13th day of June, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Allyson R. Smith

Notary Public

ALLYSON R. SMITH
Notary Public, State of New York
No. 015M6368247

Qualified in Dutchess County
Commission Expires 12/11/ 2025

Pennsylvania
STATE OF ~~NEW YORK~~)

) ss:

Bucks
COUNTY OF ~~DUTCHESS~~)

On the 8th day of June, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Iliana Caballero, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Shelley Sue Riggle
Notary Public



Reviewed by Corporation Counsel:

APL

Date: 5/3/23

SCHEDULE “A”

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, Water Treatment Chemicals; Bid #RFB-COP-03-23-01, Dated April 19, 2023, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	AWWA#	Unit of Measure	Price for Initial Term: 06/01/23-05/31/24
Water Treatment Chemicals			
Item 1- 25% Sodium Hydroxide - Caustic (Bulk)	B-501	gallons	\$1.475/gallon
Item 2- 15% Sodium Hypochlorite Solution (Bulk)	B-300	gallons	\$2.256/gallon
Item 3- Liquid Polyaluminum Chloride (Bulk)			No Bid
Item 4- 36% Orthophosphoric Acid			No Bid
Item 5- Liquid Polymer (Anionic Polyacrylamide)			No Bid
Item 6- Dry Polymer (Nonionic Polyacrylamide)			No Bid

Submitted by: Univar Solutions USA Inc.

(Company Name)

Address: 200 Dean Sievers Place, Morrisville, PA 19067

Contact Person: Ileana Caballero, Municipal Specialist

Telephone: 215-495-8502 Cell: 215-495-8502

Email: ileana.caballero@univarsolutions.com

CITY OF POUGHKEEPSIE

Purchasing Department

BID PROPOSAL FORM

Bid submitted by: Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

Ileana Caballero
Ileana Caballero, Municipal Specialist

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed Ileana Caballero

By Ileana Caballero
(President)
Municipal Specialist

Dated April 17, 2023

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

Corporation organized under the laws of the State of Washington."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

."

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

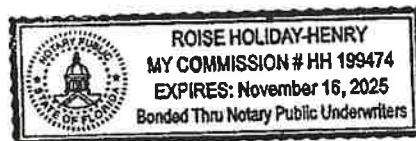
I, Ileana Caballero, being duly sworn, deposes and says that he/she is the
Municipal Specialist of the
Univar Solutions USA Inc Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Ileana Caballero

SIGNED

SWORN to before me this

17th day of April 2023
Notary Public: Roise Holiday-Henry



WATER TREATMENT CHEMICALS
RFB-COP-03-23-01

Receipt of Addendum:

Addendum No.

N/A

Date Received

SAMPLE CONTRACT

AGREEMENT

THIS AGREEMENT, MADE THIS DAY _____, 2023 by the CITY OF POUGHKEEPSIE, NEW YORK, a municipal corporation created and organized under the laws of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the OWNER or the "CITY"), and _____, a Corporation with offices Located at _____ (hereinafter referred to as the CONTRACTOR).

WHEREAS, the CITY intends to purchase miscellaneous water treatment chemicals for the City of Poughkeepsie's Joint Water Treatment Plant from the Contractor as in connection with the annexed proposal documents, entitled "Water Treatment Chemicals", which is attached hereto and incorporated herein as Schedule A;

WHEREAS, The City issued Solicitation No. **RFB-COP-03-23-01** on _____ (the "Solicitation"); and the funds for such work have been duly appropriated by the Common Council of the City of Poughkeepsie and appear in the budget for the Fiscal Year 2023 at line item 90-19-8330-7428

WHEREAS, the City evaluated the responses received and found the Vendor qualified to provide the necessary products; and

WHEREAS, the CONTRACTOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms;

WITNESSETH, that upon the consideration, the mutual covenants and agreements contained herein, the parties hereto do mutually agree as follows:

ARTICLE 1 **STATEMENT OF WORK**

The Contractor agrees to diligently provide all products for the Purchase and shall comply strictly with all terms and conditions of Solicitation No. RFB-COP-03-23-01 as modified by any addenda, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 2 **COSTS**

The City shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Schedule "A", attached hereto and incorporated herein.

- A. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and the City may elect to

issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

- B. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services provided under this Agreement, the City will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

ARTICLE 3 **CONTRACT TERM**

The initial term is for a minimum of one (1) year period beginning on or before, June 1, 2023 through May 31, 2024. No price increase will be allowed during this period.

ARTICLE 4 **RENEWAL:**

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with the national CPI indicators if Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

ARTICLE 5 **BONDS**

No bonds are required for this contract.

ARTICLE 6 **DEFINITIONS**

All terms shall be as defined in the Bid Documents, copies of which are on file with the City's Purchasing Department and are deemed incorporated into this Agreement.

ARTICLE 7**OWNER AND CONTRACTOR'S REPRESENTATIVE**

The delivery will be under the general direction of the Joint Water Plant Administrator, Randy Alstadt, or his designated representative. The Administrator can be reached at 845-451-4173 ext 2003, who shall, under the direction of the Owner, have complete charge of any delivery's and shall exercise full supervision and direction of the delivery so far as it affects the interest of the Owner.

ARTICLE 8**PERFORMANCE OF WORK**

- a. License and Permits. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. The Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. The Contractor shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no cost to the City. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rule regulations permit conditions, building codes, orders or directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with the Federal Occupational Safety and Health Act and the American Disabilities Act.
- b. Responsibility of Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract the work shall be delivered complete and undamaged.
- c. Safety Measure. The Contractor shall take all reasonable steps to prevent injury to persons or property in performance of this Contract, and the Contractor shall take such other further steps as may be required by the Recreation Superintendent to the end of promoting safety and avoiding accidents.

ARTICLE 9**QUALIFICATIONS OF CONTRACTOR**

You specifically represent and covenant that you and your officers, employees, agents, servants, consultants, and sub-contractors have and shall possess the licenses, experience, knowledge and character necessary to qualify you or them individually for the particular duties they perform hereunder.

ARTICLE 10**PAYMENT AND RELEASE**

The Contractor shall be entitled to payments hereunder in consideration for delivery of such products deemed satisfactory to the Joint Water Plant Administrator.

ARTICLE 11**ASSIGNMENT OR DELEGATION**

The Contractor shall not assign any rights or interest under this Contract or in any other manner dispose of its interest herein, nor shall the Contractor delegate its duties and responsibilities under this Contract without the prior written approval of the Owner.

ARTICLE 12**IDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City of Poughkeepsie, the successful bidder shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the successful bidder, including the content or nature of advertising. In addition, the successful bidder shall assume the defense of The City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by The City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse The City payment of any sums reasonable to settle such litigation or claims.

ARTICLE 13**DEFENSE OF ACTIONS**

The Owner, its officers or employees or agents shall not in any manner be answerable or responsible for any injuries or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Owner or to others occurring during or resulting from the Work under this Contract. The Contractor shall take all necessary steps to prevent all such injuries, damages and compensation. The Contractor shall at all times indemnify and save the Owner, its officers employees and agents harmless against all claims, law suits, injuries, damages, compensation, awards and legal fees incurred in defending such claims and law suits, arising from work performed under this Contract, other than claims for the Owner's own negligence.

ARTICLE 14**INSURANCE**

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors,

product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

2. If required by owner, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by owner, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

ARTICLE 15

COMPOSITION OF THE CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 16

DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by any agreement between the parties hereto, shall be decided by the Board of Contracts and Supply, who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the Contractor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Board of Contracts and Supply.

ARTICLE 17

TERMINATION

- a. *Without Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.
- b. *With Cause:* The City may terminate this agreement upon thirty (30) days' prior written notice to the Contractor, with subsequent written notice to be given to the Contractor of termination with cause.
- c. *For Convenience:* The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date."

In the event of termination with or without cause, the Contractor shall deliver to the City any or all drawings, specifications, reports and other data, records, materials, and equipment in his custody or control pertaining to the Agreement and the City shall pay the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the City for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding the foregoing, the Contractor shall be liable to the City for all such damages and expenses the failure of the City to withhold moneys from the Contractor shall not be construed as an acknowledgement by the City that no such damages or expenses exist and shall not prevent the City from thereafter making any claim against the Contractor therefor.

ARTICLE 18

NON-APPROPRIATION CLAUSE :

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

ARTICLE 19 NON-WAIVER

Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

ARTICLE 20 NONDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status and you shall take affirmative action to ensure that equal opportunities without discrimination because of age, race, creed, sex, color, national origin or marital status. No services to be rendered pursuant to, or in connection with, this agreement may be refused to any person because of age, race, creed, sex, color, national origin, or marital status.

ARTICLE 21 LIABILITY OF THE OWNER

Neither the Owner nor any agent, officer, or representative thereof, shall be liable for or be held to pay any money to the Contract except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as, and shall be a release of said Owner, its officers and agents, from all claims and liability to the Contractor for anything done or furnished for or relating to the above work, or for any act or neglect of the Owner of any person relating to or affecting the work, except the claim against the Owner of remainder, if any there be, of the amount kept or retained as herein provided.

ARTICLE 22 TERMINATION FOR REFUSAL TO TESTIFY

The bidder or Contractor, as the case may be, agrees on his own behalf (if he is an individual) or on behalf of the partnership (if it be a partnership), or on behalf of its directors, officers, and employees (if it be a corporation), that upon the refusal of said person, firm, partnership, or corporation, when called before a Grand Jury to testify concerning any transaction in connection with the within Specifications or contract, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning the within Specifications or contract.

- a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the City of Poughkeepsie or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and
- b. Any and all contracts made by such person, firm, partnership or corporation with the City of Poughkeepsie or any public department, agency or official thereof, since July 1, 1959, by such

person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the City of Poughkeepsie without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City of Poughkeepsie for goods delivered or work done prior to the cancellation or termination shall be paid.

Bidder warrants that he (they) is (are) not disqualified from bidding on the herein proposed contract by reason of the provisions set forth in Chapter 105, Laws of 1959 (Section 103A, General Municipal Law.)

ARTICLE 23 **RETENTION OF RECORDS**

The Contractor agrees to retain any and all records concerning the Work performed pursuant to this Contract. Bid records shall include, but shall not be limited to, purchase records, insurance records, records of all payments, record of any claims made against Contractor, contracts and correspondence with subcontractors. Such records shall be maintained by the Contractor and made available on request by the Owner for a period of not less than six years from the completion of this Contract.

ARTICLE 24 **NOTICES**

All notices to be served by the parties pursuant to this Contract shall be in writing. Each notice shall be sent by Registered or Certified mail, postage prepaid and return receipt requested, nationally recognized overnight courier, or personally delivered to the party to be notified at the address set forth on the first page hereof or at such other address as either party may from time to time designate in writing to the other party by notice pursuant to this paragraph. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or one day after deposit with nationally recognized overnight courier or upon personal delivery in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

ARTICLE 25 **CHOICE OF LAW/VENUE**

Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

ARTICLE 26 **NO ARBITRATION**

Disputes involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with Article 25 hereof.

ARTICLE 27 SEVERABILITY

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 28 RULES OF CONSTRUCTION

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 29 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 30 THIRD PARTY BENEFICIARY

The parties to this agreement expressly acknowledge that the Town of Poughkeepsie is an intended third-party beneficiary of the representations, warranties and covenants contained herein and has the right to enforce the terms of this agreement as though it were a party hereto.

ARTICLE 31 ENTIRE AGREEMENT

The Contract herein represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

XXXXXXXXXXXXXXXX

By: _____
 Marc Nelson, Mayor

By: _____
 XXXXXXXXXXXXXXXX

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 20 , before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Nelson, the Mayor of the city of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose

name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 20 , before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Reviewed by Corporation Counsel: _____ **Date:** _____

CERTIFICATE OF ANALYSIS



Univar Solutions
175 Terminal Road
Providence, RI 02905
(401) 781-5600
www.univarsolutions.com

DATE OF MANUFACTURE: 03/10/21
DATE OF REPACKAGE: 03/10/21
PRODUCT: Liquichlor 12.5% Solution
PRODUCT GRADE: Technical
UNIVAR SOLUTIONS PRODUCT CODE: 16140514
UNIVAR SOLUTIONS LOT NUMBER: 0002393818

TEST	RESULTS	SPECIFICATIONS
SODIUM HYPOCHLORITE		
Expressed as NaOCL % by weight	13.6	12.6 - 13.9
AVAILABLE CHLORINE		
Expressed as % by volume	15.7	14.5-16.0
Expressed as grams per liter	157	145-160
Expressed as % by weight	12.9	12.0 - 13.3
EXCESS ALKALINITY		
Expressed as grams per liter	4.2	2.0-10.0
Expressed as % by weight	0.34	0.15-0.83
APPEARANCE	PASS	CLEAR, PALE YELLOW, FREE OF PARTICLES
SPECIFIC GRAVITY@ 20°C	1.2135	1.18-1.22
SUSPENDED SOLIDS	PASS	< 3 minutes
pH	12.8	11.5-13.5

Univar Solutions

(Signature)

O.Turner/G. Lopez (Print Name)

Lab Technician (Job Title)

03/10/21 (Test Date)



Note: Analysis reflects assay on date of repackage. Sodium hypochlorite solutions degrade with time and the rate is dependent on temperature and other storage conditions. Follow the EPA approved labeling. See label and product bulletin for additional information. pH is not a formal specification. Typical value will range from 11.5-13.5.

Please consult the SDS for further information.

Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

QA 6.20 x 2; 03/05/2019

Page 1

Safety Data Sheet
LIQUICHLOR® 12.5% SOLUTION

Version 1.1

Revision Date: 02/01/2023

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**Product name** : LIQUICHLOR® 12.5% SOLUTION**Recommended use of the chemical and restrictions on use****Recommended use** : refer to EPA registered label for specific uses**Manufacturer or supplier's details****Company** : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)**Emergency telephone number:**

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com**SECTION 2. HAZARDS IDENTIFICATION****GHS Classification****Corrosive to metals** : Category 1**Skin corrosion** : Category 1**Serious eye damage** : Category 1**GHS label elements****Hazard pictograms** :**Signal word** : Danger**Hazard statements** : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.**Precautionary statements** : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

Safety Data Sheet**LIQUICHLOR® 12.5% SOLUTION**

Version 1.1

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P305 + P351 + P338 + P310 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/ doctor.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
7681-52-9	Sodium hypochlorite	12.5
1310-73-2	Sodium hydroxide	0 - 5

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms : Bleach,

SECTION 4. FIRST AID MEASURES

- General advice : Show this safety data sheet to the doctor in attendance.
Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
- If inhaled : Do not leave the victim unattended.
Take victim immediately to hospital.
Move to fresh air.
If breathing has stopped, apply artificial respiration.
If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes.
Remove contaminated clothing. If irritation develops, get medical attention.
Burns must be treated by a physician.
- In case of eye contact : In case of eye contact
Immediately flush eye(s) with plenty of water.
Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.

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LIQUICHLOR® 12.5% SOLUTION

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- | | |
|--------------|--|
| If swallowed | If easy to do, remove contact lens, if worn.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital.
: Take victim immediately to hospital.
Do NOT induce vomiting.
Rinse mouth with water.
If victim is fully conscious, give a cupful of water.
If a person vomits when lying on his back, place him in the recovery position. |
|--------------|--|

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|---|
| Suitable extinguishing media | : Carbon dioxide (CO2)
Foam
Dry powder |
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during fire-fighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : No hazardous combustion products are known |
| Further information | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|---|---|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment. |
| Environmental precautions | : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for containment and cleaning up | : Neutralise with acid.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal. |

SECTION 7. HANDLING AND STORAGE

- | | |
|---|---|
| Advice on protection against fire and explosion | : Normal measures for preventive fire protection. |
| Advice on safe handling | : Do not breathe vapours/dust. |

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- Conditions for safe storage :
- Avoid contact with skin and eyes.
 - For personal protection see section 8.
 - Smoking, eating and drinking should be prohibited in the application area.
 - To avoid spills during handling keep bottle on a metal tray.
 - Dispose of rinse water in accordance with local and national regulations.
 - Keep container tightly closed in a dry and well-ventilated place.
 - Containers which are opened must be carefully resealed and kept upright to prevent leakage.
 - Observe label precautions.
 - Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7681-52-9	Sodium hypochlorite	STEL	2 mg/m3	US WEEL
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

- Respiratory protection :
- General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

- Remarks :
- The suitability for a specific workplace should be discussed with the producers of the protective gloves.
- Eye protection :
- Eye wash bottle with pure water
 - Tightly fitting safety goggles
 - Wear face-shield and protective suit for abnormal processing problems.
- Skin and body protection :
- Impervious clothing
 - Choose body protection according to the amount and concentration of the dangerous substance at the work place.
- Hygiene measures :
- When using do not eat or drink.
 - When using do not smoke.
 - Wash hands before breaks and at the end of workday.

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SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: clear
	: yellow
Odour	: Chlorine
Odour Threshold	: No data available
pH	: 11.5 - 13
Freezing Point (Melting point/freezing point)	: -20 - -15 °C (-4 - 5 °F)
Boiling Point ()	: 230 °F (230 °F)
	: Decomposition: Decomposition temperature
Flash point	: Not Flammable
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: 12 - 17.5 mmHg @ 20 °C (68 °F)
Relative vapour density	: No data available
Relative density	: 1.17 @ 20 °C (68 °F)
	: Reference substance: (water = 1)
Density	: 1.17 g/cm3
Solubility(ies)	
Water solubility	: completely soluble
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable
Possibility of hazardous reactions	: No hazards to be specially mentioned.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: Acids
	: Combustible material
	: Halogenated compounds
	: Metals
	: metal salts
	: Organic materials

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organic nitro compounds
Zinc

SECTION 11. TOXICOLOGICAL INFORMATION**Acute toxicity****Components:****7681-52-9:**

Acute oral toxicity : LD50 (Rat, male): > 2,000 mg/kg

1310-73-2:

Acute oral toxicity : LD50 (Rabbit): 325 mg/kg

Skin corrosion/irritation**Components:****7681-52-9:**

Species: Rabbit

Result: Causes burns.

1310-73-2:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Components:****7681-52-9:**

Species: Rabbit

Result: Risk of serious damage to eyes.

1310-73-2:

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

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STOT - single exposure**Components:****7681-52-9:**

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information**Product:**

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity****Components:****7681-52-9:****Toxicity to fish**

: LC50 (Salmo gairdneri (Rainbow Fish)): 0.06 mg/l
Exposure time: 96 h
Test Type: flow-through test

LC50 (Pimephales promelas (fathead minnow)): 5.9 mg/l
Exposure time: 96 h
Test Type: static test

Toxicity to daphnia and other aquatic invertebrates

: EC50 (Daphnia magna (Water flea)): 0.141 mg/l
Exposure time: 48 h
Test Type: flow-through test

EC50 (Ceriodaphnia dubia): 0.035 mg/l
Exposure time: 48 h
Test Type: flow-through test

Toxicity to algae

: IC50: 0.023 mg/l
Exposure time: 7 d
Test Type: flow-through test

M-Factor (Acute aquatic toxicity)

: 10

Acute aquatic toxicity- Assessment

: Very toxic to aquatic life.

Chronic aquatic toxicity- Assessment

: Toxic to aquatic life with long lasting effects.

Persistence and degradability

No data available

Bioaccumulative potential

No data available

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Mobility in soil

No data available

Other adverse effects
Product:

Ozone-Depletion Potential

: Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information

: An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Very toxic to aquatic life.
Harmful to aquatic life with long lasting effects.

SECTION 13. DISPOSAL CONSIDERATIONS
Disposal methods

Waste from residues

: Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION
DOT (Department of Transportation):

UN1791, Hypochlorite solutions, 8, III, Marine Pollutant (SODIUM HYPOCHLORITE)

IATA (International Air Transport Association):

UN1791, Hypochlorite solution, 8, III

IMDG (International Maritime Dangerous Goods):

UN1791, HYPOCHLORITE SOLUTION, 8, III, Marine Pollutant (SODIUM HYPOCHLORITE)

SECTION 15. REGULATORY INFORMATION
EPCRA - Emergency Planning and Community Right-to-Know Act
CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)

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Sodium hypochlorite	7681-52-9	100	800
Sodium hydroxide	1310-73-2	1000	20000

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. Clean Water Act, Section 311, Table 116.4A:

7681-52-9	Sodium hypochlorite
1310-73-2	Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. Clean Water Act, Section 311, Table 117.3:

7681-52-9	Sodium hypochlorite
1310-73-2	Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

7681-52-9	Sodium hypochlorite
1310-73-2	Sodium hydroxide

Pennsylvania Right To Know

7732-18-5	Water
7681-52-9	Sodium hypochlorite
1310-73-2	Sodium hydroxide

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : On TSCA Inventory

DSL : All components of this product are on the Canadian DSL

AICS : On the inventory, or in compliance with the inventory

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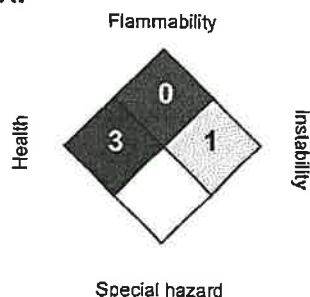
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NZIoC	: Not in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	1

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 02/01/2023

Material number:

16179440, 16173035, 16172686, 16173104, 16185315, 16172598, 16146040, 16151002, 16149524, 16158615, 16145640, 16148059, 16144666, 16147989, 16163791, 16180800, 16164756, 16164592, 16164731, 16164730, 16203820, 16203821, 16203184, 16194505, 16158853, 16151253, 16149870, 16148071, 16148060, 16147684, 16145965, 16145895, 16145890, 16145584, 16145144, 16145142, 16145140, 16145138, 16145137, 16145133, 16145130, 16145079, 16159810, 16150495, 16149123, 16147041, 16145471, 16144665, 16145772, 16148183, 16145046, 16143737, 16135287, 16163624, 16148721, 16155765, 16158840, 16145484, 16166710, 16148748, 16148260, 16166763, 16166591, 16145834, 16166014, 16159793, 16162934, 16165524, 16165444, 16165066, 16137823, 16137455, 16137753, 16147687, 16144215, 16150496, 16149504, 16145673, 16149243, 16136536, 16160181, 16160290, 16144046, 16145139, 16150462, 16149046, 16149516, 16148083, 16150461, 16135216, 16156005, 16151878, 16151501, 16150223, 16149931, 16148522,

Safety Data Sheet

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16148259, 16147092, 16145877, 16145876

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, April 17, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=UNIVAR+SOLUTIONS+USA&ChemicalName=Sodium+Hypochlorite&PlantState=Rhode+Island+RI&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=UNIVAR+SOLUTIONS+USA&ChemicalName=Sodium+Hypochlorite&PlantState=Rhode+Island+RI&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Univar Solutions USA Inc. DBA
Univar USA Inc.

3075 Highland Parkway

Suite 200

Downers Grove, IL 60515

United States

425-889-3400

Facility : Providence, RI

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 10%	Disinfection & Oxidation	105mg/L
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Liquichlor 5.25%	Disinfection & Oxidation	200mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds

CERTIFICATE OF ANALYSIS



Univar Solutions USA Inc.
221 Boston Post Road East, Suite 250
Marlborough, MA
Tel: 508 480 6720
Fax: 508 480 8712
www.univarusa.com

Material # 16141867
Batch # 0956L0002

DATE:	2/9/2021	REPLACES:	1/13/2021
PRODUCT:	Sodium Hydroxide 25%	TERMINAL:	BWC Terminals, Philadelphia, PA
PRODUCT GRADE:	Diaphragm	TANK:	1329
UNIVAR LOT NUMBER:	WH-739019	SHIPMENT:	Bow Fagus V.202004 (PO402335)

TEST	RESULTS		SPECIFICATIONS
SODIUM HYDROXIDE (NaOH)	25.08	Wt %	24.50 – 25.75
SODIUM CHLORIDE (NaCl)	< 0.55	Wt %	0.55 Max
SODIUM CHLORATE (NaClO ₃)	< 0.20	Wt %	0.20 Max
SODIUM SULFATE (Na ₂ SO ₄)	< 0.0375	Wt %	0.0375 Max
SODIUM OXIDE (Na ₂ O)	19.43	Wt %	19.00 – 19.95
SODIUM CARBONATE (Na ₂ CO ₃)	< 0.10	Wt %	0.10 Max
IRON (Fe)	1.4	PPM	5.0 Max
SPECIFIC GRAVITY	1.2851		1.2581 – 1.2738

COLOR/APPEARANCE Colorless

Univar Solutions USA Inc.

(Signature)

Jacobs Scott
(Print Name)

Vessel Logistics Mgr.
(Job Title)



Maximum Use Level: 100mg/L (50% Sodium Hydroxide)
Maximum Use Level: 200mg/L (25% Sodium Hydroxide)
Maximum Use Level: 165mg/L (30% Sodium Hydroxide)
Maximum Use Level: 250mg/L (20% Sodium Hydroxide)

This product meets test results of the Food Chemicals Codex, Latest Edition Monograph (FCC).
This product is Kosher certified.
Estimated from Survey Analysis for 50% Liquid Caustic Soda

Consult the SDS for additional information.

All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar Solutions USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar's standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar makes no additional representations or warranties, express or implied, as to the Product.

QA 6.28

Safety Data Sheet

Version 1.6

Revision Date: 01/26/2023

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : UNIVAR CAUSTIC SODA 25%

Recommended use of the chemical and restrictions on use

Recommended use : Industrial chemical

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Skin corrosion : Category 1A

Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

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P305 + P351 + P338 + P310 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/ doctor.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	20 - 30

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms : Sodium Hydroxide,

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital.

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- | | |
|--------------|---|
| If swallowed | : Keep respiratory tract clear.
Do not induce vomiting without medical advice.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital. |
|--------------|---|

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|---|
| Suitable extinguishing media | : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. |
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during fire-fighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : No hazardous combustion products are known |
| Further information | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|---|---|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment. |
| Environmental precautions | : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for containment and cleaning up | : Neutralise with acid.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal. |

SECTION 7. HANDLING AND STORAGE

- | | |
|---|---|
| Advice on protection against fire and explosion | : Normal measures for preventive fire protection. |
| Advice on safe handling | : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area. |

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- Conditions for safe storage :
- To avoid spills during handling keep bottle on a metal tray.
 - Dispose of rinse water in accordance with local and national regulations.
 - Keep container tightly closed in a dry and well-ventilated place.
 - Containers which are opened must be carefully resealed and kept upright to prevent leakage.
 - Observe label precautions.
 - Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

- Respiratory protection :
- General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn.
 - Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

- Remarks :
- The suitability for a specific workplace should be discussed with the producers of the protective gloves.
- Eye protection :
- Eye wash bottle with pure water
 - Tightly fitting safety goggles
 - Wear face-shield and protective suit for abnormal processing problems.
- Skin and body protection :
- Impervious clothing
 - Choose body protection according to the amount and concentration of the dangerous substance at the work place.
- Hygiene measures :
- When using do not eat or drink.
 - When using do not smoke.
 - Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

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Appearance	: liquid
Colour	: colourless
Odour	: odorless
Odour Threshold	: No data available
pH	: 14 @ 20 - 25 °C (68 - 77 °F)
Freezing Point	: No data available
Boiling Point	: No data available
Flash point	: 94 °C (201 °F) No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.27 - 1.28 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)
Density	: No data available
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Incompatible materials	: Acids Halogenated compounds Metals organic nitro compounds Zinc

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Components:

1310-73-2:

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Acute oral toxicity : LD50 (Rabbit): 325 mg/kg

Skin corrosion/irritation

Components:

1310-73-2:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation

Components:

1310-73-2:

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity

IARC

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

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Other adverse effects**Product:**

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues : Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.
Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION**DOT (Department of Transportation):**

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):

UN1824, SODIUM HYDROXIDE SOLUTION, 8, II, Flash Point: 94 °C (201 °F)

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****CERCLA Reportable Quantity**

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hydroxide	1310-73-2	1000	3921

SARA 304 Extremely Hazardous Substances Reportable Quantity

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This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. Clean Water Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. Clean Water Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : On the inventory, or in compliance with the inventory

DSL : On the inventory, or in compliance with the inventory

AICS : On the inventory, or in compliance with the inventory

NZIoC : On the inventory, or in compliance with the inventory

ENCS : Not in compliance with the inventory

KECI : On the inventory, or in compliance with the inventory

PICCS : On the inventory, or in compliance with the inventory

Safety Data Sheet

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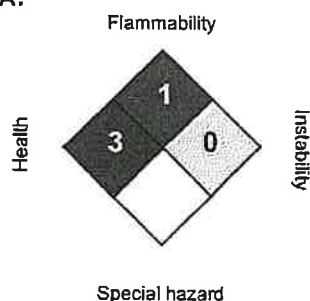
Revision Date: 01/26/2023

IECSC

: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3
FLAMMABILITY	1
PHYSICAL HAZARD	4

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date

: 01/26/2023

Material number:

16181533, 16192173, 16192016, 16132255, 16158399, 16146684, 16182270, 16148128, 16162026, 16188797, 16145004, 16188640, 16163721, 16162553, 16147855, 16151729, 16147016, 16002081, 16002153, 16163814, 16181444, 16185708, 16185366, 16178437, 16176600, 16176259, 16175654, 16175444, 16175415, 16174721, 16176744, 16170086, 16169860, 16169683, 16146335, 16146334, 16143884, 16145401, 16145323, 16145278, 16145243, 16145242, 16125921, 16116103, 16113730, 755848, 650799, 546389, 70561, 53072, 574261, 53570, 16150734, 16149350, 16149457, 16144981, 16145777, 16147137, 16163653, 102698, 16160832, 16137556, 16137474, 16137324, 16152197, 16158393, 16152426, 16144481, 16147885, 16159715, 16143521, 16160487, 16160771, 16160572, 16160486, 16147888, 16147884, 16147854, 16147799, 16148872, 16144724, 16144461, 16148802, 16152705, 16136108, 16135793, 16135298, 16143511, 16143409, 16143472, 16143461, 16143389, 16142429, 16140693, 16140424, 16142307, 16142009, 16141867, 16140353, 16141665

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level

Safety Data Sheet

Version 1.6

Revision Date: 01/26/2023

DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
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The Public Health and Safety Organization

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[CompanyName=UNIVAR+SOLUTIONS+USA&ChemicalName=Sodium+Hydroxide&PlantState=Rhode+Island+RI&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=UNIVAR+SOLUTIONS+USA&ChemicalName=Sodium+Hydroxide&PlantState=Rhode+Island+RI&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Univar Solutions USA Inc. DBA
Univar USA Inc.

3075 Highland Parkway

Suite 200

Downers Grove, IL 60515

United States

425-889-3400

Facility : Providence, RI

Sodium Hydroxide

Trade Designation

Caustic Soda 10% Solution

Caustic Soda 25% Solution

Caustic Soda 35% Solution

Product Function

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Corrosion & Scale Control

pH Adjustment

Max Use

500mg/L

200mg/L

143mg/L

Caustic Soda 50% Solution

Corrosion & Scale Control
pH Adjustment

100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

Univar Solutions
200 Dean Sievers Place
Morrisville, PA 19067-3700
USA

T 215-428-6990
F 215-337-6290
www.univarsolutions.com



ORIGINAL

April 17, 2023

City of Poughkeepsie, NY
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

RE: Proposal for RFB-COP- 03-23-01: Water Treatment Chemicals

To Whom It May Concern:

Univar Solutions is pleased to provide pricing for the above bid, due April 19, 2023, and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request. Please send bid tabulations to the email address below.

Thank you,

Ileana Caballero

Municipal Specialist
Eastern Region
Univar Solutions
muniteam-east@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Univar Solutions
200 Dean Sievers Place
Morrisville PA 19067

T 215 428-6990
F 215 337-6290
www.univarsolutions.com



Contact Information

Bids and contracts:

Univar Solutions USA Inc.
Ileana Caballero, Municipal Specialist
200 Dean Sievers Place, Morrisville, PA 19067
(215) 495-8502 ****phone****
(215) 337-6290 ****fax****
ileana.caballero@univarsolutions.com

Emergencies, chemical related:

ChemTrec
(800) 424-9300

Emergencies, after hours:

Main number:
(401) 781-5600 – please follow prompts

Mike Turbitt, Branch Operations Manager
(401) 639-7345

Orders and delivery:

(855) 888-8648
custsolnortheast@univarsolutions.com

Business hours are Monday – Friday, 8 am – 5 pm

Remittance address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621

Payment terms are Net 30 Days

CERTIFICATE OF ASSISTANT SECRETARY

I, Julie Halperin, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday- Municipal Specialist

Jennifer Perras - Municipal Specialist

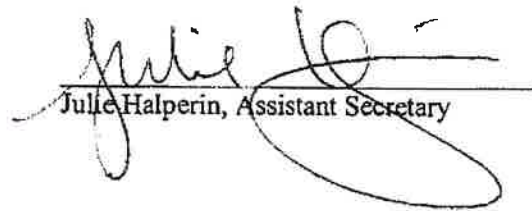
Shelley Stevens - Municipal Specialist

Stacey Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Assistant Secretary of the Company this 14th day of February 2023.


Julie Halperin, Assistant Secretary

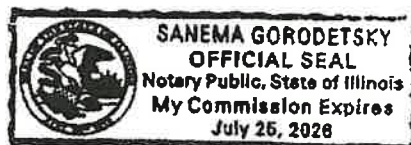
State of Illinois)

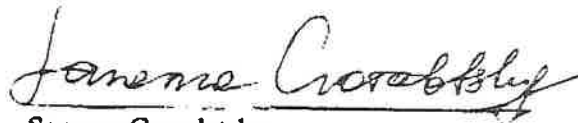
)

County of DuPage)

This Certificate of Secretary was signed and sworn to before me on this 14th day of February 2023 by Julie Halperin, Assistant Secretary of Univar Solutions USA Inc.

Seal




Sanema Gorodetsky
Notary Public
My commission expires July 25, 2026

CITY OF POUGHKEEPSIE POUGHKEEPSIE, NEW YORK



RFB-COP-03-23-01

WATER TREATMENT CHEMICALS

Hon. Marc Nelson, Mayor

Council Member at Large: Natasha Brown

Council Members

Debra Long
Even Menist
Lorraine F. Johnson
Nathan Shook

Yvonne Flowers
Christopher Grant
Nedra Patterson Thompson
Megan Deichler

THIS BID IS DUE ON April 19, 2023 @ 2:30 P.M.

**PLEASE PLACE ALL BIDS IN A SEALED ENVELOPE MARKED WITH THE NAME OF THE BID
AND THE NUMBER**

Return all bids to the: City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

TO BE ADVERTISED: March 28, 2023 FOR ONE DAY ONLY

ATTENTION VENDORS

If you find that you are not interested in bidding/quoting this particular project,
please fill in this sheet and return it to:

City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

We are very interested in learning why you do not bid.

BID #: RFB-COP-03-23-01

BID TITLE: Water Treatment Chemicals

VENDOR NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE: _____ FAX _____

For purposes of facilitating your firm's response to our bid the City of Poughkeepsie is interested in hearing reasons for failure to respond. If your firm is not responding, please indicate the reason by checking all appropriate items below and returning this form to the address above.

WE ARE NOT RESPONDING BECAUSE:

_____ Items and/or materials requested are not manufactured by us or are not available to our company.

_____ Our items and/or materials do not meet your specifications

_____ Specifications are not clearly understood or applicable _____ too vague _____ too rigid

_____ Quantities too small

_____ Other _____

CITY OF POUGHKEEPSIE, NEW YORK
ADVERTISEMENT AND NOTICE TO BIDDERS

Beginning immediately, sealed bids are sought and invited by the City of Poughkeepsie for **Water Treatment Chemicals; RFB-COP-03-23-01**, as set forth in the specifications prepared by City of Poughkeepsie Purchasing Department.

Sealed bids will be received by the Board of Contract and Supply, c/o Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601 on or before **2:30 pm on April 19, 2023** after which they will be publicly opened and read aloud in the Common Council Chambers, Third floor of City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:

PROPOSAL FOR BID #03-23-01: Water Treatment Chemicals

This Contract is for Water Treatment Chemicals for our Joint Water Plant. **All questions must be submitted in writing via fax at 845-451-4175 or email to: ralstadt@pokwater.com by close of business (4:00 PM EDT) April 13, 2023.**

Specifications and Contract are subject to provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law.

Specifications and bid forms are attached hereto. All mailed proposals must be sealed and **distinctly marked** "Proposal for RFB-COP-03-23-01: Water Treatment Chemicals". The City of Poughkeepsie officially distributes bidding documents from the City of Poughkeepsie Purchasing Office, the City of Poughkeepsie website, www.cityofpoughkeepsie.com and through the Hudson Valley Municipal Purchasing Group (HVMPG) Regional Bid Notification System, www.bidnetdirect.com/new-york. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Purchasing Office, the City of Poughkeepsie website, or the HVMPG Regional Bid Notification System will be sent addendum information, if such information is issued.

If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website, or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.bidnetdirect.com/new-york or by visiting www.cityofpoughkeepsie.com

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103d of the General Municipal Law of the State of New York.

OWNERS RIGHTS RESERVED:

The City of Poughkeepsie expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the City of Poughkeepsie may appear to require.

Brian Martinez, PhD
Commissioner of Finance

Dated: March 30, 2023
Poughkeepsie New York

INSTRUCTIONS AND INFORMATION TO BIDDERS

PAGE 1 OF 2

- Read all documents contained in the bid specifications.
- Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.
- Any questions or clarification to the bid specifications or technical specifications must be submitted in writing Via Fax to 845-451-4175 or by email to: ralstadt@pokwater.com prior to the bid opening. Such questions must be in the possession of the Water Administrator 72 hours prior to the bid opening, unless otherwise stated. Verbal questions will not be entertained.
- Bidders **shall** indicate, on the **outside** of their sealed bid, the following information:
 1. Title and Number of the Bid
 2. Date and Time of Bid Opening

Failure to do so may result in rejection of the bid as being unresponsive.

The following forms are necessary to be submitted as a bid, as well as any additional forms requested in the detailed specifications:

1. CS-1 - Bid proposal form/price page(s).
2. CS-2 – Non-Collusion Affidavit, completed, signed and dated.
3. Iran Divestment Act Document, completed, notarized, signed and dated.

It is not necessary to submit our technical specifications with the bid. They are to be retained by the bidder for their records.

- Official bid copies can be obtained on the following websites: www.bidnetdirect.com/new-york and www.cityofpoughkeepsie.com
- **Bidders must submit one original and one copy of their bids, unless otherwise stated.** The original must be clearly marked. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.
- The City of Poughkeepsie is part of a group known as the "INTERAGENCY PURCHASING COOPERATIVE". This group consists of the County of Dutchess, Dutchess Community College, and 82 different school and fire districts, cities, towns, and villages located throughout Dutchess County. The City of Poughkeepsie is also part of a group known as the "Hudson Valley Municipal Purchasing Group" (HVMPG), which consists of the Counties of Dutchess, Rockland and Ulster; Town of Cortlandt; City of

New Rochelle and the Pearl River School District. Other municipal purchasing agencies in the Hudson Valley will be joining in this regional system. The prices submitted in this bid may be extended and offered to these various agencies for their consideration. If they choose to participate in the proposal they will be submitting their own purchase documents directly to the successful vendor(s).

- Samples may be requested by the City for the purpose of product evaluation. It is understood that samples will be provided at **no charge** to the City and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.
- Sealed bids will be received by the Board of Contract and Supply, c/o Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601 on or before **2:30 pm on April 19, 2023** after which they will be publicly opened and read aloud in the Common Council Chambers, Third floor of City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:
 - **PROPOSAL FOR BID #03-23-01: Water Treatment Chemicals**
- Should the bidder find discrepancies or omissions in the specifications, the bidder shall notify the Purchasing Agent at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.
- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing to all interested vendors clearly indicating the change or alterations.
- The City of Poughkeepsie officially distributes bidding documents from the City of Poughkeepsie Purchasing Office City of Poughkeepsie website, www.cityofpoughkeepsie.com and the Hudson Valley Municipal Purchasing Group (HVMPG) Regional Bid Notification System, www.bidnetdirect.com/new-york. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website, or the HVMPG Regional Bid Notification System will be sent addendum information, if such information is issued.
- If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, City of Poughkeepsie website or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.bidnetdirect.com/new-york, visiting www.cityofpoughkeepsie.com or contacting the Purchasing Agent.
- All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the NYS General Municipal Law.
- The City of Poughkeepsie reserves the right to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the City. The contract will be awarded to the RESPONSIBLE

BIDDER offering the best price. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the City of Poughkeepsie in its contractual relations.

- No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT:

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

Brian Martinez, PhD
Commissioner of Finance
Date: March 30, 2023

WATER TREATMENT CHEMICALS
RFB-COP-03-23-01

SPECIFICATIONS

1.1 SCOPE

A. General

The City of Poughkeepsie's Water Treatment Facility has a requirement for six (6) water treatment chemicals for potable water.

Any deviation from the specifications contained within the awarded bid shall be grounds for immediate bid termination.

The City at its sole discretion, may cancel this contract at any time during the contract period as listed below:

NON-APPROPRIATION CLAUSE :

The City shall be obligated to pay for products and services received only to the extent that funds have been appropriated and encumbered for such purpose. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

TERMINATION WITH/WITHOUT CAUSE

The City may terminate the Contract with/without cause with thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this contract for convenience. The City may only invoke its right to terminate for convenience on each anniversary date of the start date of the contract (except for the contract expiration date) provided that the City has given written notice to the contractor no later than 90 days prior to the anniversary date.

2.1 DELIVERY

A. Location

Chemicals shall be delivered F.O.B. all freight and transportation paid to:

Poughkeepsie's Water Treatment Facility
3431 North Road
Poughkeepsie NY 12601

There shall be no extra Pallet charges, carboy deposits, tank rental or tank deposits allowed. If pallets and/or drums are used they will be returned to the vendor for removal with the next delivery.

B. Failure to Deliver

If, in the event that the successful supplier fails to deliver as per the specifications listed herein the City of Poughkeepsie shall reserve the right to terminate the successful vendors contract upon thirty (30) day written notice, and to award the contract to the next lowest bidder for that contract year.

C. Monitoring

At the time of delivery of all chemicals, the driver of the delivery vehicle must monitor the entire unloading process. Any spills or unloading problems must be reported to the Senior Operator or designated representative as soon as possible.

The City/Town of Poughkeepsie shall not be held liable for any delivery problems associated with the trucking and unloading of chemicals to the City/Town Water Facility.

D. Qualifications

Delivery driver must be properly trained in the hazards of the chemical being delivered and follow recommendations of SDS throughout the delivery process. Vendor is responsible for supplying evidence that chemical haulers have gone through background checks w/appropriate federal agencies.

E. Security

Supplier must FAX a picture ID of the driver to the Water Plant at 845-451-4175 prior to expected delivery date.

Deliveries will only be accepted during pre-arranged time and date. Changes must be prearranged.

All tanker hatches must be securely fastened, using individually identifiable "wire ties", which correlate with number printed on bill of lading. In the event these numbers do not match, the tanker will be immediately turned away. Delivery of new product must be within 48 hours.

Day of delivery driver or dispatch must communicate approximate time of delivery. In the event the time line cannot be met, denial of product may occur at no cost to the Treatment Facility.

Driver will be escorted while on site and /or the truck and driver will be under video surveillance.

Driver must provide a certificate that their tank was cleaned and sanitized or transported the same chemical prior to acceptance of chemical.

Unexpected deliveries without prior approval will be denied.

3.1 REQUIREMENTS

A. Chemical Information

All chemicals must meet or exceed all current AWWA specifications and EPA standards with regard to potable water. A space will be allowed on the proposal sheet to list the current AWWA number.

Chemicals are certified under NSF/ANSI Standard 60. Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification (and any cited standard), and a chemical and screen analysis furnished at the time of each delivery.

B. Safety Data Sheets

The most current SDS available shall be supplied with all chemicals, at no extra cost to Poughkeepsie's Water Treatment Facility, prior to the first shipment.

C. Delivery Time

All chemicals must arrive at the Water Treatment Facility between the hours of 7:00 a.m. and 1:00 p.m. Any shipments arriving later than 1:00 p.m. may be rejected by the City at no cost to the City and any overtime incurred shall be paid by vendor.

D. Product Testing

Prior to product delivery, Poughkeepsie's Water Treatment Facility (PWTF) personnel reserve the right to perform additional quality control testing. AWWA protocols and SOP's shall be followed and documented for each chemical tested. In the event testing concludes product does not meet specifications the delivery will be rejected (at NO COST to PWTF or the City) and a new lot of product shall be delivered within 48 hours.

Samples will be collected in triplicate, labeled, and stored until they are determined product meets all QA/QC guidelines. In the event they do not, the vendor has the right to submit one of the triplicate samples to 3rd party for confirmation analysis. Fees and charges incurred for additional testing shall be the responsibility of the chemical vendor.

Chemical samples shall be collected from sample taps used to offload product to site storage.

4.1 AWARD

Award shall be made to the lowest responsive/responsible bidder for a period of one year.

Before any award is made on any chemical, the successful vendor may have to submit a sample (if requested) to:

Mr. Randy J. Alstadt, P.E.
Water Plant Administrator
Poughkeepsie's Water Treatment Facility
3431 North Road
Poughkeepsie NY 12601

5.1 CONTRACT TERM:

The initial term is for a minimum of one (1) year period beginning on or before, June 1, 2023 through May 31, 2024. No price increase will be allowed during this period.

7.0 RENEWAL:

The proposed agreement may be renewed for two (2) one-year extensions at the sole discretion of the City under the same terms and conditions as exist in the original contract.

With each renewal, Contractor may increase pricing consistent with the national CPI indicators if Contractor can demonstrate in writing that the increase costs are due to economic reasons such as increased costs for labor, supplies, fuel cost, etc. In the event of negative CPI, the original contract costs will remain in place. Contractor must mail notice of rate change to the City of Poughkeepsie, Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, NY 12601, at least (60) days prior to contract renewal for consideration by the Board of Contracts and Supply. No such increase shall be accepted unless written approval is given.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by the City of Poughkeepsie

6.1 PAYMENT

Payments cannot be processed by the City until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and mailed to the "bill to" address indicated on the Purchase Order. The City will pay the proper amounts due within thirty (30) days of receipt by the City of the invoice along with any requested supporting documentation and approval of the invoice by Plant Administrator.

7.1 EXTENSION OF PRICES

Political subdivisions, and others authorized by law, including certain non-profit independent post-secondary, secondary, and elementary educational institutions may participate in

contracts resulting from this bid opening.

8.1 ASSIGNMENT OF CONTRACT/SUBCONTRACTING

No contract may be assigned, nor may any right, title or interest therein be assigned, transferred, conveyed, sublet or disposed of without the prior written consent of the City of Poughkeepsie.

9.1 NON COLLUSIVE STATEMENT

The submission of this statement certifies that the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with or any competitor.

10.1 INDEMNIFICATION

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City of Poughkeepsie, the successful bidder shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the successful bidder, including the content or nature of advertising. In addition, the successful bidder shall assume the defense of The City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by The City on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse The City payment of any sums reasonable to settle such litigation or claims.

11.1 CONFLICT OF INTEREST

The successful bidder, by entering into a contract with The City of Poughkeepsie to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests. In the event that the successful bidder or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict.

12.1 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability

arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

2. If required by the City, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.
3. If required by the City, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate
4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate

City of Poughkeepsie is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of **City of Poughkeepsie**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a) All certificates of insurance shall contain a clause naming the City as loss payee on the policies and providing that any notices of cancellation of insurance be given to the City on no less than ten (10) days' notice.
- b) Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.
- c) Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the City's Law Department.

13.1 CHEMICALS

Detailed chemical information is listed for each item, numbered 1 through 6, on the attached chemical information sheets. All quantities are approximate and may be increased or

decreased without penalty.

ITEM	Annual Usage
Item 1 – 25% Sodium Hydroxide –Caustic (Bulk)	60,000 Gallons
Item 2 - 15% Sodium Hypochlorite Solution (Bulk)	110,000 Gallons
Item 3- Liquid Polyaluminum Chloride (Bulk)	140,000-150,000 Gallons
Item 4- 36 Orthophosphoric Acid (Bulk)	16,600 Gallons
Item 5 Liquid Polymer (Anionic Polyacrylamide)	1,600 Gallons
Item 6-Dry Polymer (nonionic Polyacrylamide)	8,000 Pounds

Each chemical may be awarded separately.

The City reserves the right to reject any/all bids if it is in the best interest of the City to do so.

ITEM 1

SODIUM HYDROXIDE (25% SOLUTION)

DESCRIPTION - Sodium Hydroxide (25% solution), intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B501.

QUANTITY - 60,000 Gallons Annually

Sodium Hydroxide (25% solution) shall normally be shipped in bulk loads of up to 5,000 gallons. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-501.

CERTIFICATE - Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

ITEM 2

SODIUM HYPOCHLORITE 15% SOLUTION

DESCRIPTION - Sodium Hypochlorite (15% solution) intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B300.

QUANTITY - 110,000 Gallons Annually

Sodium Hypochlorite shall be shipped in bulk. Normal shipment will be

5,000 gallons. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-300.

Quality Assurance - All shipments must be filtered by the supplier during delivery.

CERTIFICATE - Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

ITEM 3

LIQUID POLYALUMINUM CHLORIDE

DESCRIPTION - Polyaluminum Chloride coagulant, intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B408.
The Poughkeepsies' Water Treatment Plant reserves the right to qualify any bidder prior to awarding of the bid. Qualification of a bidder shall include warm and cold water jar testing, pilot plant testing and a minimum of 1 month full scale plant testing.
The owner will compare alternative Polyaluminum Chloride products to the selected low bidder throughout the calendar year to insure optimum treatment under all water quality conditions. Should the owner determine that another coagulant is more cost effective the owner reserves the right to cancel this contract at no cost to the owner.
The owner also reserves the right to factor in to the bidding process the issue of dosage of chemical required. Some Polyaluminum Chlorides are more effective than others at lower dosages. This could affect the quantity that the plant uses on an annual basis.

Specifications for this Chemical:

- 1) Al_2O_3 10.5% +/- 0.2%
- 2) Basicity 67% - 73%
- 3) Spec. Gravity 1.26 +/- 0.02
- 4) Sulfate 1.6% +/- 0.3%

Full scale warm and cold water testing **IS** required at the treatment plant. Supplier will supply a product analysis and the name of the service/technical rep should be included with the bid package. Supplier must be available for plant visits to evaluate product performance at least 4 times a year, if requested by the Plant Administrator. This shall be at no cost to the Treatment Plant. Supplier shall conduct a minimum of two training classes on the chemistry of coagulation and flocculation at the treatment facility which is approved by the New York State Health Department for Operator Certification.

References shall be provided upon request.

QUANTITY - 130,000 Gallons Annually. (Dependant on the chemical composition)

Polyaluminum Chloride shall normally be shipped in bulk loads of 4,000-5,000 gallons. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-408. .

CERTIFICATE -
compliance
analysis furnished

Each shipment and part thereof must have a certificate of weight, affidavit of to this specification and any cited standard, and a chemical and screen at the time of each delivery

TEM 4

36% ORTHOPHOSPHORIC ACID

DESCRIPTION - Orthophosphoric Acid (36% solution), intended for use in treatment of drinking water, shall meet the following minimum qualifications:

Color	Clear liquid
	Turbidity < 10 NTU
Odor	None
Specific Gravity	1.2 - 1.3 @ 20degrees C
Weight/gallon	10.2 - 11.2 lbs./gal
pH	<1.0
Phosphate as Orthophosphate (PO ₄)	Not less than 35%
Phosphate as Metaphosphate (PO ₄)	less than 1%
Phosphate as Polyphosphate (PO ₄)	less than 1%
Phosphate as P ₂ O ₅	26 - 28%
Zinc as ZnO	Less than 0.01%
Zinc (Zn)	Less than 0.01%
Sodium (Na)	Less than 50,000 ppm
Potassium (K)	Less than 20%
Silicate as SiO ₂	Less than 1%
Fluoride (F)	Less than 25,000 ppm

The material shall be free from any foreign materials or chemical precipitates and have no chlorine demand. The material shall not freeze above 20 degrees F.

The orthophosphate shall not contain soluble substances or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water that has been properly treated with orthophosphate.

QUALITY

ASSURANCE - All shipments are to be accompanied by an analytical sheet specifying the pH Specific Gravity at 20° C, turbidity, temperature and color.

CERTIFICATE - Each shipment shall be delivered to the City/Town Water Treatment Plant. The normal shipment amount will be 5,000 to 6,000 gallons. Each delivery shall be provided with a certificate of weight affidavit of compliance to this specification and the requirements of NSF standard 60 - Drinking Water Treatment Chemicals - Health Effects.

ITEM 5

Liquid Polymer (Anionic Polyacrylamide)

- DESCRIPTION - Liquid Polymer (Anionic), intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B453. Currently we are using CLARIFLOC A-6320, a Polydyne product. Successful bidder will have an identical or similar product that can meet testing requirements at the Poughkeepsie Water Treatment Plant.
- QUANTITY - 1600 Gallons Annually
Liquid Polymer shall be shipped in 55 gallon drums. Normal shipment will be 8 drums. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-453.
- CERTIFICATE - Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

ITEM 6

Dry Polymer (Nonionic polyacrylamide)

DESCRIPTION - Dry Polymer (Non-ionic), intended for use in treatment of drinking water, shall conform to the most recent AWWA standard B453. Currently, we are using CLARIFLOC N-3300, a Polydyne product. Successful bidder will have an identical or similar product that can meet testing requirements at the Poughkeepsie Water Treatment Plant.

QUANTITY - 7000 Pounds Annually
Dry Polymer shall be shipped in 50 – 55 pound bags on pallets of 40 bags. Normal shipment will be 1 pallet. Acceptance or rejection shall be based upon sampling and testing methods of most recent AWWA B-453.

CERTIFICATE - Each shipment and part thereof must have a certificate of weight, affidavit of compliance to this specification and any cited standard, and a chemical and screen analysis furnished at the time of each delivery.

14.1 QUANTITIES AND USAGE

The quantities are indefinite, but estimates given in the proposal reflect anticipated requirements.

The contract, however, shall be for the quantities actually ordered during the contract period.

It should be noted that the extension of this contract to certain political subdivisions and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all the quantities actually ordered by the City.

CONTRACT AGREEMENT

This **AGREEMENT**, entered into as of the 10 th day of July, 2024, by and between the **CITY OF POUGHKEEPSIE'S Joint Water Board** (hereinafter referred to as the **BOARD**), having offices at 70 Water Works Road, Poughkeepsie, NY 12601, and **WHITEMAN OSTERMAN & HANNA, LLP**, (hereinafter referred to as the "**FIRM**"), with an address of 510 Haight Ave, Suite 202, Poughkeepsie, NY 12603, and shall serve as Attorney to the **BOARD**.

1. The term of this Agreement is from July 1, 2024 through June 30, 2025. The **BOARD**, at its sole discretion, shall retain the right to extend this award for two (2) additional one (1) year periods.
2. The scope of the Firm duties and responsibilities under this Agreement shall be to perform all of the duties as assigned by **BOARD** consistent with the Scope of Services as attached hereto as Attachment "I".
3. The **BOARD** shall approve invoices to be paid to the **FIRM** for its services rendered hereunder as set forth in the **COST** criteria of Attachment "I". This agreement may be terminated at will by **BOARD**.
4. The **BOARD** is exempt from all State and local taxes and will not be responsible for such portion of any invoice that is attributable to same. **BOARD** will provide the **FIRM** with documentation to assert such exemption on request of the **FIRM**.
5. The **FIRM** shall maintain records appropriate to document and support the invoices submitted to the **BOARD** for payments due to **FIRM** in accordance with this Agreement.
6. The parties hereto intend that the **FIRM'S** relationship with the **BOARD** shall be that of an independent contractor. No agent, employee or servant of the **FIRM** shall be considered an agent, employee or servant of the **BOARD**. The **BOARD** is interested only in the results obtained under this Agreement; the time, manner and means of conducting the work are under the sole control of the **FIRM**.
7. **FIRM** shall indemnify and hold harmless the **BOARD**, its directors, officers, agents, subcontractors and employees against any actions, suits, proceedings, liabilities and damages to the extent that they arise from or are related to the performance or failure to perform his obligation under this Agreement.
8. No member, official, or employee of the **BOARD** shall have any personal interest, direct or indirect, in this Agreement nor shall any such members, official, or employee participate in any decision relating hereto which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No members, official, or employee of the **BOARD** shall be personally liable to the **FIRM** or any successor in interest in the event of any default or breach by the **BOARD** or for any amount which may become due to the **FIRM** or successor on any obligations under the terms of this Agreement.
9. In the event of a material breach of any of the terms of this Agreement, the non-breaching party

shall notify the breaching party in writing specifying the breach. The breaching party shall have ten (10) days from the date of written notice (the "Cure Period") to cure the breach. If the breach has not been cured within the Cure Period, then at its option the non-breaching party may either terminate this Agreement by sending written notice thereof to the breaching party or it may institute any proceedings necessary to obtain such remedy as it deems desirable, including but not limited to proceedings to compel specific performance.

10. For purposes of this Agreement, neither party shall be considered in default of its obligations provided for herein in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors and suppliers due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the party shall be extended for the period of the enforced delay.

11. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

12. Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

13. A notice or communication under this Agreement either party to the other shall be sufficiently given or delivered if sent by first class mail to the addresses first above written and addressed to the attention of the person or individual who signs the Agreement on behalf of the recipient of the notice.

14. If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of New York.

15. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

16. This Contract may not be assigned, transferred or pledged by the FIRM without the written consent of the BOARD, which consent may be withheld at the discretion of the BOARD.

17. The Firm shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000

general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

If required by the Board, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.

If required by the Board, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate

Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.

Statutory Workers Compensation and employer's liability coverage for all employees, including corporate officers and sole proprietors.

Umbrella/Excess Liability with a limit of not less than \$2,000,000 per occurrence/aggregate
REVISED PER P.A. 3/23/2021

City of Poughkeepsie and Joint Water Board are to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item I. Items 1 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of the **City of Poughkeepsie and Joint Water Board**.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that **City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

- a. All certificates of insurance shall contain a clause naming the City of Poughkeepsie and Joint Water Board as loss payee on the policies and providing that any notices of cancellation of insurance be given to the City of Poughkeepsie no less than ten (10) days' notice prior to any such cancellation.
- b. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the City of Poughkeepsie not less than thirty (30) days before the expiration of such policies.
- c. Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the City of Poughkeepsie's Law Department.

18. The terms and conditions contained in this Agreement constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter of this Agreement.

19. All information provided by Board to the FIRM shall remain confidential and not disclosed to any other party without the written consent of the BOARD.

20. This Agreement may be terminated by BOARD without cause upon thirty (30) days written notice to the FIRM. Except as otherwise agreed in writing or as otherwise provided in this Agreement, upon termination neither the BOARD nor the FIRM shall have any further obligation to each other by way of compensation or otherwise, however in no event shall termination by the BOARD relieve the other party of obligations already incurred.

21. The FIRM agrees that upon termination of this Agreement, the FIRM will cooperate with the BOARD to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor FIRM so as to prevent any disruption services.

22. The terms "Agreement" and "Contract" may be used interchangeably and shall refer to this Contract Agreement.

23. During the term of this Contract, the FIRM agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or marital status and further agrees to take affirmative action to ensure equal employment opportunities without such discrimination. No services to be rendered pursuant to, or in connection with, this Contract may be refused to any person because of age, race, creed, sex, color, national origin, disability or marital status.

24. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

25. The FIRM agrees to retain any and all records concerning the work performed pursuant to this Contract. Such records shall be maintained by the FIRM and made available on request by the City of Poughkeepsie for a period of not less than six years from the completion of this Contract.

26. The FIRM shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the BOARD under the term of this Agreement.

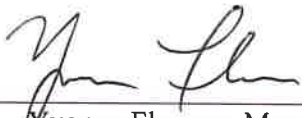
27. The FIRM agrees to abide by the rules of professional conduct governing the provision of legal services in New York State and agrees that all services to be provided under this Agreement will be rendered in accordance with such rules.

28. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

This Contract represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered into by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

THE CITY OF POUGHKEEPSIE

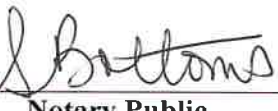
BY: 
Yvonne Flowers, Mayor

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

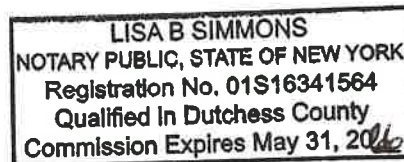
On the 8th day of August, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Yvonne Flowers, the Mayor of the Board of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public



THE TOWN OF POUGHKEEPSIE

BY: 
Rebecca Edwards, Supervisor



STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the 15th day of August, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Rebecca Edwards, the Supervisor of the Town of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

BY: WHITEMAN OSTERMAN & HANNA, LLP

BY: 

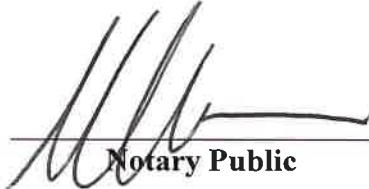
Dylan Harris

STATE OF NEW YORK)

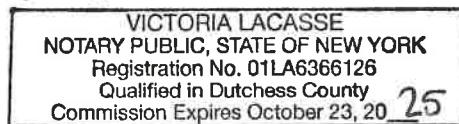
) ss:

COUNTY OF DUTCHESS)

On the 19th day of July, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Dylan Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



Notary Public



Reviewed by Corporation Counsel: 

Date: 7/9/24

ATTACHMENT 1

**WHITEMAN
OSTERMAN
& HANNA LLP
ATTORNEYS AT LAW**

CITY OF POUGHKEEPSIE JOINT WATER BOARD

**Request for Proposals
for the provision of Legal Services
RFP-COP-04-24-02**

Issued: April 25, 2024

Due: June 12, 2024

WHITEMAN OSTERMAN & HANNA LLP

One Commerce Plaza
Albany, New York 12260
Phone: (518) 487-7600
Fax: (518) 487-7777

*Primary Contact:
Dylan C. Harris., Partner
E-mail: dharris@woh.com*

Dated: June 11, 2024

CITY OF POUGHKEEPSIE

Purchasing Division

Finance Department

Bid submitted by: Whiteman Osterman & Hanna LLP

One Commerce Plaza

Albany, NY 12260

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

Same as above

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1



510 Haight Avenue, Suite 202
Poughkeepsie, New York 12603
518.487.7600 phone
518.487.7777 fax

Dylan Harris
Partner
518.487.7610
dharris@woh.com

June 11, 2024

VIA HAND DELIVERY

Shirley Davison
Purchasing Agent
City Hall
62 Civic Center Plaza
Poughkeepsie, New York 12603

**Re: Response to Request for Proposal for the Provision of Legal Services
by City of Poughkeepsie Joint Water Board**

Dear Ms. Davidson:

Whiteman Osterman & Hanna ("the Firm") is very pleased to submit this proposal in response to the City of Poughkeepsie Joint Water Board's ("Water Board") Request for Proposals ("RFP") for the provision of Legal Services. We confirm our interest in providing the services, understand the services to be performed and believe that we have the demonstrated depth of experience to represent the Board with an efficiency and effectiveness that is unrivaled by other law firms. We understand the scope of services to entail, among other things, rendering legal opinions and advice to the Water Board, attend Board meetings, draft contracts, intermunicipal agreements, deeds, easements and other legal documents as required. Represent the Water Board in existing and any future claims brought, attend meetings with staff, officials and outside agencies and to correspond with other municipalities.

The City of Poughkeepsie Joint Water Board has the opportunity to engage and partner with the largest and most diverse Albany-based law firm with our able and local lawyers immediately and readily available at the Board's disposal. Because of our experience in representing numerous public and major private sector interests in the area of water and wastewater operations and management, we believe we are uniquely qualified to serve as special legal counsel to the Board as outlined in the RFP and can help ensure that the Board timely achieves its current and long-term water and wastewater goals.

The Firm is a New York limited liability partnership with its offices located at One Commerce Plaza, Albany and satellite offices in the City of Poughkeepsie and City of Schenectady. Our Firm's telephone and fax numbers, as well as email address, are noted above. Dylan C. Harris, Esq. is designated as the Firm's primary contact for this Proposal. He may be contacted directly at (518) 487-7610, facsimile: (518) 487-7777, or email: dharris@woh.com.

In choosing Whiteman Osterman & Hanna, the Board is assured that legal issues will be addressed by a Firm with a team of experienced and skilled attorneys that are known for aggressively, proficiently, and professionally representing its clients. We are also very careful to ensure that legal services are provided efficiently and cost-effectively.

For your convenience, we have organized our proposal by sections as requested in the RFP:

Section 1

- A. Brief Description and History of the Firm
- B. Executive Summary
- C. Statement why the firm believes it to be best qualified to perform the engagement
- D. Any additional information which would serve to distinguish the firm from other firms submitting proposals

Section 2

- A. Identification of the firm's experience in the practice areas and explanation how such experience would benefit the Board and/or serve the Firm well in providing services for the Board
- B. Biographical information of those personnel that would provide services to the Board under an agreement

Section 3

References

Section 4

Price Proposal

Section 5

Local Employment

Section 6

A List of Potential Conflicts of Interest and how they will be addressed.

Section 7

Non-Collusive Bidding Certification

Section 8

Certificate of Compliance with Iran Divestment Act

Section 9

Bid Addendum Acknowledgment Form with Addendum No. 1

Again, we appreciate the opportunity to provide the City of Poughkeepsie Joint Water Board with our firm and irrevocable offer/proposal. If you require any additional information, please do not hesitate to contact us.

Sincerely,



Dylan C. Harris, Esq.
Partner



Section 1

A. Brief Description of the Firm

Whiteman Osterman & Hanna LLP (EIN 14-1564599) was founded in Albany in 1975 by several high-ranking officials from the Rockefeller and Wilson administrations. The Firm has been in business under the present name since its inception, and under executive committee management for over 15 years, including the selection of new co-managing partners in January of 2018. Today, the Firm has 92 attorneys, 20 paralegals, and 47 support staff, making it the largest legal practice in the Capital District. Our offices are located at One Commerce Plaza in downtown Albany, New York and satellite offices in the City of Poughkeepsie and City of Schenectady.

The Firm has developed well-recognized practice areas, including the following which dovetails exactly with the areas of law the Board seeks assistance:

- environmental and land use law;
- regulatory permitting, including water and wastewater facilities;
- municipal law;
- real estate;
- litigation;
- labor relations;
- business and finance (including public finance);
- federal and state litigation; and
- compliance practice for boards.

Over the years, the Firm has grown carefully — one good lawyer at a time. We have been fortunate that our reputation for quality, integrity and fairness has allowed us to attract some of the most talented lawyers in the Capital Region, including a former Judge of the New York State Court of Appeals, New York's highest court, and a former Judge who served on the First Department and Third Department of the Appellate Division. When lawyers from large New York, Boston, and Washington law firms look for a healthier environment in which to live and still want to maintain an interesting and diverse legal practice, Albany and Whiteman Osterman & Hanna is one of the first places they look. This ability to recruit the best and the brightest lawyers has allowed the Firm to grow not simply in size, but in quality and diversity of legal expertise.

B. Executive Summary

The Firm possesses a depth of experience in all facets of the legal services the Water Board is seeking. Below, in summary format, we have outlined the relevant experience of the Firm. If selected, the Water Board will engage a superior Capital District law firm as its ally, able to provide all services that the Water Board seeks, and dedicated to client satisfaction through talented attorneys that can immediately begin to assist regarding regulatory requirements for water and wastewater, environmental, land use, and other public authority matters.

Specifically, as set forth in the anticipated Scope of Services, the Firm is readily capable of assisting the Water Board with all of its needs, including but not limited to:

- On-going water and wastewater management operations including compliance with all regulatory requirements such as the Authorities Budget Office;
- Board member training and policy development;
- Attendance and support for all Water Board and Authority meetings, including writing Resolutions;
- Reviewing contracts;



- Property acquisition and disposal, easements and licenses;
- NY SEQRA and related environmental regulatory requirements for projects of the Water Board and Authority; and
- Represent the Water Board, Authority and City in existing and any future litigation related to water and wastewater management or other areas deemed necessary by the Water Board, Authority and City.

Lawyers at the Firm engage in numerous municipal law matters daily. The Firm's attorneys focus on meeting the special needs of its municipal clients by providing guidance through the complex maze of state and federal laws associated with governing and improving their communities. Our attorneys identify the relevant legal requirements and help clients achieve their goals in an appropriate, timely and cost-effective manner. The Firm is also experienced in helping municipalities to cooperate on a regional basis to solve common problems efficiently.

Over the past four decades, we have helped municipalities face a variety of challenges, from being presented with large-scale regional development projects to dealing with the day-to-day details of administering local government. No matter the scope of the project, we pride ourselves on providing responsive, effective services to our municipal clients. The following are some of the areas that the Firm has assisted its municipal clients as relevant to the RFP:

- Representation of municipality with respect to obtain all permits necessary for a municipal water system, including obtaining all approvals for a 13-mile water line to connect to the NYC Aqueduct and a new municipal water source, including very complex litigation defending the municipality's permits.
- Representation of municipality with its SPDES permit with respect to its wastewater treatment plant and all associated management issues arising therefrom, including very complex litigation defending the municipality's rights as a member of the County's sewer district.
- Sale, abandonment, dedication of real property to and from municipal entities, including compliance with competitive bidding and referendum requirements.
- Eminent Domain Procedure Law matters are routinely handled by the Firm's attorneys. The Firm has advised many municipal entities and local authorities in condemnation proceedings and conducted seminars in the use of the EDPL. The Firm has also commenced "friendly" condemnation proceedings for a local authority and assisted in the other commercial redevelopment projects across the State utilizing condemnation.
- Litigation involving environmental claims, tax assessment review, employment, construction and other matters.
- Permitting and enforcement proceedings before local, state and federal agencies in all areas.
- SEQRA review of residential, commercial and industrial projects.
- Funding and approval for infrastructure projects such as water and sewage systems including regionalization and public and private partnerships.
- The Firm has nationally recognized bond counsel and has been listed in The Bond Buyer's Municipal Marketplace (often referred to as the "Red Book") since 1986.

In summary, through integrated, multi-disciplinary, firm-wide collaboration, we offer potential clients, such as the Water Board, a broad range of high-quality legal services concentrating in legal and regulatory issues relating to numerous municipal issues. As detailed herein, the Firm is well-suited to meet the needs of the Water Board.



C. Statement why the firm believes it to be best qualified to perform the engagement.

As noted above and in the attorney profiles, the Firm has diverse legal practice, and is able to provide the Water Board with a "one-stop" shop to meet its legal needs. The Firm can utilize its interdisciplinary practice areas to seamlessly meet all the Water Board's legal needs.

Today's legal issues are vastly more complex than ever before. Most legal matters require expertise in a myriad of areas of the law. Many matters bring new twists that require creativity as well as cutting-edge legal knowledge. We use a team approach to solve complex issues, bringing together attorneys with a depth of knowledge in a wide range of concentrations to ensure that all facets of a situation are considered.

We believe that being fully integrated in our client's activities, and making ourselves available to answer routine questions for clients before they take action, are critical to avoiding litigation and other legal problems. Moreover, from an economic perspective, our approach usually results in less expense to our clients over the long-term, because legal issues can be spotted and addressed before they become legal problems. We believe this approach has served our current clients well and is the distinguishing factor that makes us the best choice for the Water Board.

The Firm focuses on client service and it is our practice group's fundamental policy to respond to client phone calls and other client needs promptly, cost-efficiently, and with the high-quality services that our clients expect. We are available on an as-needed basis for board meetings or client meetings. We are prepared to provide formal legal opinions as requested.

We believe no firm in the state surpasses us in the depth of our practice in our respective practice areas. That depth offers the Water Board an assurance that it will always have available to it the legal resources necessary to deal with any issue that might arise. Whether a client has a legal challenge that is a case without precedent, a regulatory roadblock or a topic of public controversy, our goal is to achieve result-focused solutions – in whatever forum the situation demands.

D. Any additional information which would serve to distinguish the firm from other firms submitting proposals.

Based on the summary of the Firm's general experience in such regulatory requirements above, the Firm can immediately commence supporting the goals of the Water Board and the anticipated Scope of Services set forth in the RFP. The RFP indicates that anticipated Scope of Services may include the following additional assignments, all of which are within the expertise of the Firm and help distinguish the Firm.

1. Board member training and policy development

The Firm's municipal law and labor and employment law practitioners are well-versed in assisting the municipal entities to stay current with existing and new laws that might impact Water Board, the City and/or Authority business practices.

The Firm's Compliance Practice Group provides practical guidance to public and private boards across the state relating to matters of governance, including operational integrity, transparency and accountability. Public and private boards of directors are increasingly responsible for compliance and regulatory requirements. No longer are board members limited to providing solely strategic guidance; rather, their role has expanded to safeguarding the ethical and legal compliance of their organization.

Recently, the Practice Group has been retained by the City University of New York and the Government Law Center of Albany Law School to provide governance training to the Boards of State and local public authorities.



Our vast experience in training and policy development distinguishes the Firm.

2. Attendance and support for all Water Board and Authority meetings, including writing resolutions

Because the Firm's offices are located a short distance from the Water Board offices and will designate an attorney to attend all Water Board meetings, as may be needed. The Firm's municipal lawyers represent both public and private clients and draft resolutions for municipal clients daily and fully versed in proper administrative process for board meetings. For example, the Firm has drafted resolutions, and other local and state legislation, for the City and the Water Board in connection with the Beaver Creek Clean River Project and the conservation easement matters referenced above, to name a few.

3. Reviewing contracts

Contract review is a staple of virtually all lawyers at the Firm. Specialized contracts, such as drafting a conservation easement or interpreting and implementing an operating agreement (such as the one between the City, Water Board and the Authority), and their relationship to their associated state laws, are typical contracts within the expertise of the Firm. In addition, negotiation of property acquisition and disposal contracts is discussed below.

4. Property acquisition and disposal, easement and licenses

The Firm recognizes that acquisition and disposal of property, including lesser interests in land such as easements and licenses, is different for New York authorities and municipalities. The Firm possesses relevant practical experience in this regard as evidenced by its recent assistance to the Water Board to convey a conservation easement interest in its properties located in the Towns of Westerlo and Coeymans. This transaction required coordination with the City, Water Board and Water Authority to accomplish this conveyance and compliance with various laws, the operating agreement, existing financing and NY Public Authorities Law.

The Firm also assisted the City with its conveyance of the Palace Theater which involved interpretation of the City Code and New York Law regarding the required legal process and an issue concerning the adequacy of consideration for the transaction.

In addition, the Firm's Real Estate Practice Group is proficient with the unique needs of each real estate situation and their vast experience includes representation of public and private clients in negotiating and preparing easements related to historic preservation, drainage, public access, underwater lands, recreational access and timber harvesting.

Given the breadth of relevant experience of the Firm in all areas of law outlined in RFP COP-04-24-02, if the Firm is selected by the Water Board to provide counsel and representation pertaining to regulatory requirements for water and wastewater, environmental, land use, and other Public Authority matters, the Firm, and its considerable resources and talented attorneys, would be at the Water Board's disposal to assist in any issues confronting the Water Board. This is obviously an important aspect of the Firm's proposal.

Consequently, the Firm offers a unique understanding of these issues and is in a position to offer new practical ideas and innovative legal strategies and solutions to resolve and address the challenges facing the Water Board as it moves forward. This plays directly into the strength of the Firm. The experience, know-how and practical sense of our attorneys will cohesively assist the efforts of the Water Board to accomplish its goals.



Finally, since 1975 all of the lawyers at Whiteman Osterman & Hanna are based in Albany forming Albany's largest law firm. No other firm can make this claim which further distinguishes the Firm.

Section 2 – Experience with Regulatory Requirements for Environmental and Land Use

A. Identification of the firm's experience in the practice areas and explanation how such experience would benefit the Water Board and/or serve the Firm well in providing services for the Water Board

The Firm's attorneys manage environmental litigation and administrative enforcement matters for large and small industrial, commercial and municipal clients, including public water supplies and wastewater treatment facilities.

The Firm's attorneys represent municipalities with respect to their municipal water system, including, as noted above, obtaining all approvals for a 13-mile water line to connect to the NYC Aqueduct. In addition, with respect to wastewater, the Firm's attorneys represent municipalities regarding SPDES permits involving the operation of a wastewater treatment plant, and assists with all associated management issues arising therefrom, including litigation defending the municipality's rights as a member of the County's sewer district.

The Firm is well-versed in funding and approval for infrastructure projects, such as water and sewage systems, including regionalization and public and private partnerships. In matters pertaining to Towns and the establishment or extension of water and sewer districts, the Firm works with engineers to prepare a Map, Plan and Report, drafts all required resolutions and notices, makes presentations and, if necessary, interacts with the NYS Comptroller's office to support the municipal approval of such districts.

Because water and wastewater projects are typically intertwined with environmental and land use experience, they are more fully discussed below.

We have combined Environmental and Land Use into one category because it is not possible to have a proper land use municipal approval in New York State without first having completed the necessary environmental review.

Our Environmental and Land Use Practice Group has been an integral part of Whiteman Osterman & Hanna since the Firm was founded over 45 years ago; the practice has since expanded to become among the largest of its kind in the Northeast, and all located, here, in Albany.

Each and every municipality or government agency must evaluate the environmental impacts of any project they will approve or fund within the confines of the procedural and substantive guidelines of SEQRA. The Firm has a dynamic land use practice representing clients with large real estate development projects throughout New York State. The Firm's attorneys have a recognized expertise in advising clients on compliance with all State and local permitting requirements, as well as the SEQRA process.

The Firm also regularly represents clients before State agencies to obtain permits and negotiation of favorable resolutions to issues with regulators for projects. These agencies include the NYSDEC, Public Service Commission, Department of State, Department of Transportation, Office of General Services, and the Office of Parks, Recreation and Historic Preservation, among others. The Firm also assists municipalities, like the Water Board, and other governmental entities in acquiring property through condemnation and, thus, is intimately familiar with the NYS Eminent Domain Procedure Law.

Our land use practice includes extensive experience with zoning codes, land use regulations and many other regulatory nuances, such as deed restrictions, wetland buffers or parkland property that can impact developments. Our strength is locating practical ways to avoid possible legal obstacles that may



influence development projects at the beginning of a project, including at the pre-application stage. This ensures that client expectations regarding right-to-build permits and time schedules are not disrupted by surprises or otherwise negatively impacted later in the approval process. We regularly are involved in negotiations with regulatory agencies, such as NYSDEC, on permit and compliance matters.

Our attorneys also regularly appear before New York State regulatory boards, including adjudicatory hearings, and municipal boards seeking approvals such as re-zoning, planned development districts, site plan review, subdivision review, special use permits and variances. The Firm is also regularly retained to provide special counsel to municipal boards on both zoning and SEQRA issues.

In addition to the State and local agencies that we regularly appear before in obtaining approvals, our attorneys also assist clients in preparing and obtaining permits and approvals from federal agencies, such as U.S. Environmental Protection Agency ("USEPA"), Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA") and the U.S. Army Corps of Engineers ("USACOE"), to name a few. The USEPA is involved in brownfield redevelopment and remediation of site contamination. FHWA is involved in redevelopment projects where approvals are required for interchange modifications for interstate highways. The USACOE regulates wetlands and waterfront development under the federal Clean Water Act and Federal Rivers and Harbors Act. The Firm also has considerable experience in the necessary coordination of environmental impact review procedures under the federal counterpart to SEQRA, the National Environmental Policy Review Act ("NEPA"), as well as the National Historic Preservation Act ("NHPA"). Our attorneys have assisted numerous clients over the years in the review and development of federal EISs and Findings of No Significant Impact for projects as diverse as interstate natural gas pipelines and commercial shopping centers.

The following is a brief summary of several relevant projects where the Firm acted as lead environmental and land use counsel:

Albany Water Board: Beaver Creek Clean River Project

The Firm is currently assisting the Albany Water Board with regulatory compliance issues relating to a NYSDEC Consent Order, siting of a floatables control facility in a public park in the City, SEQRA compliance and alienation of parklands for this important project.

Albany Water Board: Conservation Easement

The Firm assisted the Water Board with the creation of a conservation easement covering property within the Towns of Westerlo and Coeymans and all the associated regulatory requirements involving the City and the Authority (bond and loan documents and operating agreement requirements), the Public Authorities Law, SEQRA compliance and interaction with the State Authorities Budget Office.

City of Albany: Park South Urban Renewal Plan

The Firm represented the City of Albany and the Albany Community Development Agency, as lead environmental and land use counsel for the Park South Urban Renewal Plan redevelopment project. The Firm assisted the City in three distinct areas to bring the urban renewal plan to fruition: (1) compliance with SEQRA; (2) compliance with Articles 15, 15-a and 15-b of the NYS General Municipal Law, including guiding the interplay between the involved agencies, such as the Common Council, Planning Board, local Urban Renewal Agency and State agencies; and (3) potential utilization of the Eminent Domain Procedure Law to acquire strategic parcels for specific projects. Responsibilities included assisting in drafting the RFPs from qualified developers, drafting developer agreements, drafting the urban renewal plan and ensuring compliance with SEQRA by overseeing the procedural requirements and substantive content of environmental reports and Environmental Impact Statements and drafting the SEQRA Findings Statement for adoption by the Common Council, and preparation of resolutions and ordinances to implement the



Urban Renewal Plan. Other State and federal agencies involved in the project include NYS Division of Housing and Community Renewal, NYS Office of Parks Recreation and Historic Preservation, NYS Empire State Development Corporation, and the Federal Housing and Urban Development.

City of Albany: EPA Enforcement Matter

The Firm assisted the City to prepare of a comprehensive response to the EPA's Information Request and Administrative Compliance Order relating to several various identified alleged violations of the Clean Water Act, and State Pollution Discharge Elimination System Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity, which was resolved without further enforcement proceedings.

Town of Duanesburg

The Firm serves as the attorney for the Town on all municipal matters, including water and wastewater operations and management.

Village of Kiryas Joel: NYC Aqueduct

The Firm is special SEQRA counsel to the Village of Kiryas Joel, including its water and wastewater operations, and obtained approvals for the NYC Aqueduct connection project involving a 13-mile water pipeline and development of a new water source. The Firm also counsels this client regarding its SPDES permit involving the operation of a wastewater treatment plant. In both instances, the Firm has to defend its client's rights in complex litigation.

Coalition of Watershed Towns

The Firm helped form the Coalition of Watershed Towns, an intermunicipal compact of 50 municipalities located in the Catskill and Delaware Watershed of the New York City Water Supply system and served as its legal counsel from 1991-1999. The formation of this coalition was a monumental undertaking. The Firm served as lead counsel in commenting on the environmental impact statement prepared by the New York City Department of Environmental Protection, which sought to impose stringent new regulatory controls on upstate watershed communities in an effort to avoid having to filter the City's water supply. The Firm brought a number of key court actions and administrative proceedings which ultimately resulted in the City's willingness to explore a negotiated multi-party settlement expressed in the historic 1997 New York City Memorandum of Agreement.

Rensselaer County Water and Sewer Authority

The Firm has served as counsel to the Authority. This representation has included the preparation of agreements between various municipalities for the provision of water and sewer services, the preparation and negotiation of property transfer documents for acquisition of easements for water and sewer lines and for the transfer from private developers to the Authority of water and sewer systems, and related permitting and SEQRA issues.

B. Biographical information of those personnel that would provide services to the Board under an agreement

Attorneys at the Firm offer a wide range of experience with water and wastewater management operations, environmental, land use and other public authority issues and are referenced below. Depending upon the needs of the Water Board, one or more of these attorneys would be at the Water Board's disposal and available to assist the Water Board to achieve its on-going water and wastewater management operations, land use and environmental objectives, and other public authority matters. Below are brief biographies of attorneys that may be assigned to this engagement, a description of the Firm's experience



regarding each of the practice areas identified in the Request for Proposals, together with the additional information requested.

If selected, the primary attorneys who would be assigned to this engagement, as needed, will be:

Thomas J. Ruane (T.J.), Esq., Partner: Mr. Ruane advises clients on a broad spectrum of environmental regulatory compliance, enforcement, litigation, and transactional matters. Mr. Ruane assists clients, and works closely with in-house counsel and consultants, on environmental permitting, ongoing compliance, civil and criminal investigations, and resolving enforcement proceedings before Federal and State agencies including, among others, the United States Department of Justice, United States Environmental Protection Agency, New York State Department of Environmental Conservation, and the New York State Attorney General's Office. His practice includes environmental litigation, brownfields, and Superfund matters including representing clients with respect to complex environmental cleanups. He also advises on environmental matters relating to corporate, real estate, and financing transactions including environmental diligence, risk and liability allocation, and remediation. Mr. Ruane also represents some of the State's largest municipalities in litigation brought under New York State's Zombie Property Law.

Dylan C. Harris, Esq., Partner: Mr. Harris is a member of the Firm's Real Estate and Litigation Practice Groups. His expertise involves representing a diverse range of clients in real property tax law Article 7 (tax certiorari) proceedings of all varieties, with a specific focus on power plant and utility valuation. He also has extensively handled exemption matters, RPTL 485 (a) and (b) matters, and Payment in Lieu of Tax negotiations and drafting. Prior to joining the firm, Dylan was a shareholder at Lewis & Greer, P.C. in Poughkeepsie, New York. Dylan is a member of both the New York State Bar Association and Dutchess County Bar Association. Dylan is also on the Board of Directors for the Mount Gulian Historic Site in Beacon, New York and a past Secretary for the Italian Center in Poughkeepsie, New York.

All identified professional staff are available to the Water Board as and to the extent that may be required for whatever issues that might be presented. If selected, the Firm possesses expertise in all facets in the Scope of Services and could act as a one-stop shop for all the Water Board's legal needs.

Other attorneys, paralegals and law clerks in the Firm may also assist in providing legal services if it is determined that it would be the most cost-effective method.

Consequently, the Firm possesses the necessary resources and expertise to handle any of the identified matters in this RFP on behalf of the Water Board. One of the foundations of our firm philosophy is dedication to delivery of high quality, cost effective and timely services

Section 3 – References

1. SCOTT SHEDLER
Town Assessor
Town of Ramapo
37 Route 59
Suffern, NY 10901
Phone: (845) 357-5100 ext. 255
2. JOSEPH DANKO
Town Attorney
Town of Greenburgh
117 Hillside Avenue
Greenburgh, NY 10607
Phone: (914) 989-1615



3. WINIFRED FOERTSCH

Assessor
Town of Fallsburg
5250 Main St.
South Fallsburg, NY 12779
Phone: (845) 434-8814 ext. 306

Section 4 – Price Proposal

****CONFIDENTIAL AND PROPRIETARY INFORMATION****

The Firm will offer the Water Board its best governmental rates. Our Firm's hourly rates., effective as of 2024, for new municipal/governmental matters are as follows:

Partners:	\$225 to \$395 per hour
Associates:	\$185 to \$270 per hour
Paralegals:	\$145 to \$160 per hour

Our Firm does not offer a monthly flat rate.

The rates for certain out-of-pocket expenses are as follows:

Photocopies	\$0.20 per page
Air Freight	Actual bulk discounted rates
Lexis/Westlaw	Actual charges, discounted from retail and allocated in accordance with actual usage.
Stenographic Services	Actual charges
Travel	Actual charges for mileage/tolls
Filing fees, process service fees and court costs	Actual Charges.

The Firm guarantees that no additional fees will be charged to the Water Board without prior written consent of the Water Board. Services outside the agreed upon scope of work would be negotiated separately.

Section 5 – Local Employment

Per Local Resolution R2016-27, see the attached payroll sample that lists the name and address of the City of Poughkeepsie resident employed by Whiteman Osterman & Hanna LLP.

Section 6 – A List of Potential Conflicts of Interest and How They Will be Addressed

There are no potential conflicts.

Section 7 – Non-Collusive Bidding Certification

See attached

Section 8 – Certificate of Compliance with Iran Divestment Act

See attached

Section 9 – Bid Addendum Acknowledgment Form with Addendum No. 1

See attached

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WHITEMAN OSTERMAN & HANNA LLP
ONE COMMERCE PLAZA
ALBANY, NY 12260

Earnings Statement



Period Beginning: 04/01/2024
Period Ending: 04/30/2024
Pay Date: 04/30/2024

LOU LEWIS
2 LOOCKERMAN AVE
POUGHKEEPSIE NY 12601-4906

Earnings	rate	hours	this period	year to date
Regular				
Gross Pay				
Deductions	Other			
Net Pay				
Net Check			\$0.00	

Important Notes

YOUR COMPANY'S PHONE NUMBER IS 518-487-7600

Additional Tax Withholding Information

Your federal taxable wages this period are

07200 ADP, Inc.

WHITEMAN OSTERMAN & HANNA LLP
ONE COMMERCE PLAZA
ALBANY, NY 12260

Advice number: 00000170016
Pay date: 04/30/2024

Deposited to the account of
LOU LEWIS

account number transit ABA amount
XXXX XXXX

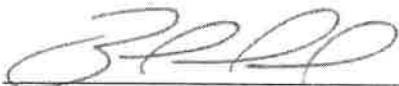
THIS IS NOT A CHECK

NON-NEGOTIABLE

NON-COLLUSION AFFIDAVIT:

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed 

By Robert T. Schofield
(~~President~~) Managing Partner

Dated 6/11/2020

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of

_____."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of

Whiteman Osterman & Hanna LLP (see attached confidential partner list)."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of

_____."

Whiteman Osterman Hanna LLP
Partner List

Bakner, Teresa	Leckerling, Richard
Barbour, Scott	Leech, Seth
Becker, Alexandra	Lenahan, Monica
Cavanagh, J. Rochelle	Marinello, Michelle DeVito
Cirincione, Richard	McDonald, Christopher
Clouthier, Nicole	McLaughlin, Robert
Crain, Jon	Meacham, Norma
Dalbec, April	Morrison, Timothy
Dimarino, Jason	Nolan, William
Everett, David	Quinn, Kevin
Faucher, Gregory	Reynolds, Robert
Freeman-Tolbert, Cianna	Ricciardi, Martin
Gach, Robert	Rosborough, Robert
Gottlieb, Charles	Ruane, Thomas J.
Green, Nicole	Ruzow, Daniel
Greer, J. Scott	Schofield, Robert
Harris, Dylan	Schwenker, Katherine
Haskin, Michelle	Shepardson, Thomas
Haviland, Charles	Shimick, Scott
Henry, John	Sterthous, Michael
Herlihy, Katherine	Stout, Robert
Hubbell, Daniel	Valenza, Vincent
Kats, Lucy	Wang, Brian
Kiley, Oriana	

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

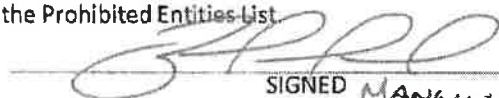
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Robert T. Schofield, being duly sworn, deposes and says that he/she is the Managing Partner of the Whiteman Osterman & Hanna LLP Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED MANAGING PARTNER

SWORN to before me this

10th day of June 2024

Notary Public: 

Michelle L. Gofinski
Notary Public, State of New York
Qualified in Rensselaer County
No. 01GO5047516
Commission Expires August 7, 2025

Legal Service to JW Board
RFB-COP-04-24-02

Bid Addendum Acknowledgement Sheet

All addenda, the receipts of which are hereby acknowledged by inserting the dates of each addendum next to the appropriate numbers, have been included in this Bid and are listed below. Failure to properly acknowledge the addenda as set forth below may result in rejection of the bid.

Receipt of Addendum:

Addendum No. 1	6/3/2024
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	

Vendor: Whiteman Osterman & Hanna LLP



**CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK**

**RFB-COP-04-24-02
LEGAL SERVICES TO CITY OF
POUGHKEEPSIE'S JOINT WATER BOARD**

ADDENDUM NO. 1

June 3, 2024

This addendum contains Questions and Answers:

QUESTION:

Under Section 7 of the RFP, it states the following: "Local employment: Provide documentation, Per Local Resolution R2016-27, that the business that is located within the boundaries of the City of Poughkeepsie, and employs one or more City of Poughkeepsie residents. Please include Payroll sample that lists the Name and address of the City of Poughkeepsie resident."

Does this provision require that a proposer must be located in the City of Poughkeepsie and employ a Poughkeepsie resident?

ANSWER:

No. This requirement effects 5% of the overall score. Most firms will not meet this requirement.

Please acknowledge receipt of this addendum by including this receipt with your bid package!

Receipt of Addendum# ¹

Signed: 

Company Name: Robert T. Schofield

WHITEMAN

OSTERMAN

& HANNA LLP

Attorneys at Law
www.woh.com

510 Haight Avenue, Suite 202
Poughkeepsie, New York 12603
518.487.7600 phone
518.487.7777 fax

Dylan Harris
Partner
518.487.7610
dharris@woh.com

August 1, 2024

VIA ELECTRONIC MAIL

City of Poughkeepsie Joint Water Board
70 Water Works Road
Poughkeepsie, New York 12601

Re: *Engagement of Whiteman Osterman & Hanna LLP*

Dear Ladies and Gentlemen:

Whiteman Osterman & Hanna LLP appreciates the opportunity to provide legal services to the City of Poughkeepsie Joint Water Board with regards to regulatory requirements for Water & Wastewater, environmental, land use, and other public matters on an as-needed basis. In accordance with Firm policy, the purpose of this letter is to set forth our understanding as to the terms upon which we have been engaged.

MUTUAL RESPONSIBILITIES

We will provide the legal services that, in our professional judgment, are appropriate for this matter and in accordance with applicable legal and ethical standards. You agree that appropriate representatives of City of Poughkeepsie Joint Water Board will be reasonably available to confer with us upon request, will provide us with such documents and information as you may possess relating to the matter, will disclose all facts and circumstances of which you are aware that may bear upon our handling of the matter, will promptly pay our fees in accordance with the terms of this letter, and will otherwise assist our efforts as we reasonably request.

It is understood that I will be the partner of this Firm primarily responsible for this engagement.

DETERMINATION OF FEE

Our fees are determined, in accordance with applicable ethical rules, by considering a number of factors, including the amount of time that our lawyers, legal assistants and staff devote to the matter, the experience and expertise of the professionals who perform the services, the complexity,

novelty and difficulty of the questions involved, the magnitude of the matter, any time limitations or other special demands presented, and the results obtained.

You agree that our fee will be based upon the time which we devote to the matter, in accordance with standard hourly rates assigned to the particular lawyers and legal assistants performing the work. Currently these rates vary from \$145 to \$160 for legal assistants and from \$185 to \$270 for associates. Partners will be \$300 an hour for general work and \$350 an hour for litigation work, the only attorneys permitted to bill at these those rates are partners, and that associates will not be performing any general or litigation work on behalf of the joint water board

BILLING FOR COSTS AND EXPENSES

In addition to our fees, we will bill you for any expenditures which we make or expenses we incur for you or on your behalf. These may include computer-based legal research costs, the costs of reproducing documents, long distance telephone charges, parking and travel costs, expenses which we incur while we are away from our office on your business, fees which accountants or consultants retained on your behalf charge us, and other similar expenditures. Where such expenditures are significant in amount, we may ask you to make payment directly to the provider of goods or services, or we may require an additional retainer amount to cover such expenses.

STATEMENTS

We will send you statements for services rendered and for expenditures which we have made for you on a monthly basis. The amounts set forth in the statements are due within thirty days after the statement is mailed. If you have any questions about any statement, please call me promptly to discuss it.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature and, where consistent with our ethical obligations, withdrawing from this representation. We also reserve the right to ask you for reasonable security for past due balances and work required in the near future. As a condition of our undertaking this representation, you agree to provide such security to us upon request.

In fairness to the majority of our clients who pay our statements promptly, we have established late payment charges designed to recover the costs of carrying overdue accounts. We reserve the right, to the extent permitted by law, to add a late payment charge at the rate of 9% per annum (0.75% per month) to your past due account. These late charges will accrue from the due date of the bill until the date it is paid.

Under certain circumstances, disputes regarding our fees may be subject to the New York Fee Dispute Resolution Program established under 22 NYCRR Part 137.

CONFLICTS OF INTEREST

As you are aware, Whiteman Osterman & Hanna LLP has a diverse practice that includes representation of many other companies and individuals in many areas. We have performed our standard internal conflicts check and we believe our performance of this engagement will not conflict with any client or matter on which we are engaged as of the date of this letter. In the event any such conflict comes to our attention, we will promptly notify you, and you agree to promptly meet with us to discuss, in good faith, a reasonable resolution. Within applicable ethical and legal guidelines, we will endeavor to continue our representation and to preserve our relationship.

TERMINATION

We anticipate a long and mutually satisfactory relationship. However, you have the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving you written notice if you fail to cooperate with us or to pay our bills when due or if we determine that continuing to represent you would be unethical, impractical or improper. If our relationship is terminated by either of us, you will remain obligated to pay us in full for our past services and for costs and expenses in accordance with the terms of this letter.

AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING

This agreement will apply to any additional matters we agree to undertake upon your behalf unless we send to you a new engagement letter reflecting an alternate arrangement. Please review this letter carefully, and, if it does not accurately reflect the terms of our engagement, let me know as soon as possible.

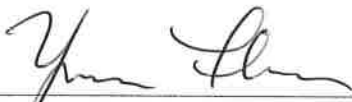
Sincerely,



Dylan C. Harris, Esq.

ACCEPTED AND AGREED:

CITY OF POUGHKEEPSIE



Yvonne Flowers, Mayor

TOWN OF POUGHKEEPSIE



Rebecca Edwards, Supervisor

 8/6/24

CONTRACT AGREEMENT

This **CONTRACT AGREEMENT ("Agreement")**, entered into as of the 28th day of January, 2025, by and between the **CITY OF POUGHKEEPSIE'S Joint Water Board** (hereinafter referred to as the "**BOARD**"), having offices at 70 Water Works Road, Poughkeepsie, NY 12601, and **T&B ENGINEERING AND LANDSCAPE ARCHITECTURE, P.C.**, (hereinafter referred to as the "**ENGINEER**"), with a corporate address at 53 Southampton Road, Westfield, MA 01085, and with an office of 47 West Market, Suite 2, Rhinebeck NY 12572, and shall serve as Engineer to the BOARD and Plant Operators.

1. The term of this Agreement is from August 1, 2024 through July 31, 2025. The BOARD, at its sole discretion, shall retain the right to extend this award for two (2) additional one (1) year periods.

2. The scope of the ENGINEER duties and responsibilities under this Agreement shall be to perform all of the duties as assigned by BOARD, on an as needed basis, as requested and authorized by the BOARD, in which the ENGINEER is qualified to perform, subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained herein and attached hereto as lettered numbered Attachments:

Attachment 1: Individual Task Orders will be issued for each assignment requested by the BOARD. ENGINEER will submit Task Orders to BOARD for approval prior to beginning services. Services may vary as assignments are given and ENGINEER's Task Orders will include Scope of Services, fee, and if applicable, time schedule for completion. Sample Task Order attached hereto as Attachment "I".

Attachment 2: ENGINEER's non-conflicting supplemental terms and conditions

Attachment 3: ENGINEER's 2024 and 2025 Rate Schedule

3. For services authorized by the BOARD and not requiring a Scope of Services or requiring limited effort (less than 8 hours per request), such as general phone assistance or consulting, at the BOARD's request, ENGINEER will provide these services under a "General Advice" tracking system and BOARD may call on ENGINEER to provide said services via phone or email, without completion of said Task Order. All provisions of this AGREEMENT shall apply regardless of whether a Task Order has been executed.

4. The BOARD agrees to pay and the ENGINEER agrees to accept as full compensation for all services provided and completed under the terms of this AGREEMENT, fees and charges as follows:

- A. Requested Task Order services may be performed either as a lump sum or on an hourly plus expense basis depending on the type of service to be provided. Services requested in which the level of effort cannot be accurately determined beforehand will be performed on an hourly plus expense basis.
- B. When services are to be provided on a lump sum basis, the Task Order shall reflect an applicable

lump sum fee for services as described within said Scope of Services.

- C. When services are to be provided on an hourly basis, the following compensation method applies: services will be invoiced to BOARD in accordance with the COST criteria of Attachment "1" and the rates scheduled included in Attachment "3". This agreement may be terminated at will by BOARD.
- D. Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 60 days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (9 percent per annum) or the maximum rate allowed by law (e.g. NYS General Municipal Law § 106-b), whichever is less, of the outstanding balance. Monthly payments to the ENGINEER shall be made on the basis of statements submitted by the ENGINEER and approved by the BOARD. The monthly statements shall be supplemented with such supporting data as may be reasonable required to substantiate the statements.
- E. Each monthly invoice shall include a detailed breakdown of the labor-hours expended for each hourly basis task and percentage complete for lump sum tasks during the billing period. Additionally, the total cost of direct expenses relative to hourly services shall be provided.
- F. In the event of a disputed billing, only the disputed portion will be withheld from payment, and BOARD shall pay the undisputed portion. BOARD will exercise reasonableness in disputing any bill or portion thereof.

5. The BOARD is exempt from all State and local taxes and will not be responsible for such portion of any invoice that is attributable to same. The BOARD will provide the ENGINEER with documentation to assert such exemption on request of the ENGINEER.

6. The ENGINEER shall maintain records appropriate to document and support the invoices submitted to the BOARD for payments due to ENGINEER in accordance with this Agreement. The parties hereto intend that the ENGINEER'S relationship with the BOARD shall be that of an independent contractor. No agent, employee or servant of the ENGINEER shall be considered an agent, employee or servant of the BOARD. The BOARD is interested only in the results obtained under this Agreement; the time, manner and means of conducting the work are under the sole control of the ENGINEER.

7. ENGINEER shall, to the fullest extent permitted by law, to indemnify and hold harmless the BOARD, its directors, officers, and employees against all costs, liabilities and damages to the extent caused by the ENGINEER's negligent acts, errors or omissions in the performance of professional services or failure to perform his obligation under this Agreement.

8. No member, official, or employee of the BOARD shall have any personal interest, direct or indirect, in this Agreement nor shall any such members, official, or employee participate in any decision relating hereto which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No members, official, or employee of the BOARD shall be personally liable to the ENGINEER or any successor in interest in the event of any default or breach by the BOARD or for any amount which may become due to the ENGINEER or successor on any obligations under the terms of this Agreement.

9. CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

10. In the event of a material breach of any of the terms of this Agreement, the non-breaching party shall notify the breaching party in writing specifying the breach. The breaching party shall have ten (10) days from the date of written notice (the "Cure Period") to cure the breach. If the breach has not been cured within the Cure Period, then at its option the non-breaching party may either terminate this Agreement by sending written notice thereof to the breaching party or it may institute any proceedings necessary to obtain such remedy as it deems desirable, including but not limited to proceedings to compel specific performance.

11. For purposes of this Agreement, neither party shall be considered in default of its obligations provided for herein in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors and suppliers due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the party shall be extended for the period of the enforced delay.

12. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

13. Failure to enforce any rights, options, and privileges under any provision of this agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option, or privilege shall not be deemed a waiver of the right to enforce any other right, option, or privilege.

14. A notice or communication under this Agreement either party to the other shall be sufficiently given or delivered if sent by first class mail to the addresses first above written and addressed to the attention of the person or individual who signs the Agreement on behalf of the recipient of the notice.

15. If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of New York.

16. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

17. The BOARD and the ENGINEER each binds itself, its partners, successors, assigns, and legal

representatives to the other party to this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other parties. This Contract may not be assigned, sublet, transferred or pledged by the ENGINEER without the written consent of the BOARD, which consent may be withheld at the discretion of the BOARD.

18. The ENGINEER shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better. Attachment "4" contains the ENGINEER's insurance certificates issues to the BOARD.

A. Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

B. If required by the Board or the City of Poughkeepsie, professional, environmental, and pollution legal liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate.

C. Business Automobile Liability with a combined single limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.

D. Statutory Workers Compensation and employer's liability coverage for all employees, including corporate officers and sole proprietors.

E. Umbrella/Excess Liability with a limit of not less than \$2,000,000 per occurrence/aggregate REVISED PER P.A. 3/23/2021

City of Poughkeepsie and Joint Water Board are to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item I. Items A, C, and E will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of the **City of Poughkeepsie and Joint Water Board**, with the exclusion of Item B.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that the **Joint Water Board and the City of Poughkeepsie** must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage.

On receipt of such notice, the BOARD shall have the option to cancel this Agreement without further expense or liability to the BOARD, or to require the ENGINEER to replace the canceled insurance policy, or to rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the BOARD and the City of Poughkeepsie. Failure of the ENGINEER to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the ENGINEER from any liability under this Agreement.

- A. All certificates of insurance provide that any notices of cancellation of insurance be given to the City of Poughkeepsie no less than thirty (30) days' notice, ten (10) days' notice for non-payment, prior to any such cancellation.
- B. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the City of Poughkeepsie prior to the expiration of such policies.
- C. Certificates should be sent to the attention of the Purchasing Agent, 62 Civic Center Plaza Poughkeepsie, NY 12601 or by email: sdavison@cityofpoughkeepsie.com

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the City of Poughkeepsie's Law Department.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the ENGINEER until the ENGINEER furnishes such additional security as is determined necessary by the BOARD

19. To the maximum extent permitted by law, BOARD agrees to limit ENGINEER's liability for BOARD's damages to an amount of \$1,000,000 or five times the individual Task Order compensation under this AGREEMENT, whichever is greater. In no case shall ENGINEER's cumulative liability for all Task Orders under this AGREEMENT exceed the ENGINEER's available insurance as noted in Attachment "4", provided however, that this limitation of liability shall not apply to any loss or damage arising out of ENGINEER's gross negligence, fraud, willful misconduct or illegal or unlawful acts. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The ENGINEER will not be responsible for any loss, damage or liability arising from BOARD's negligent acts, errors or omissions and those by BOARD's staff, consultants, contractors and agents, or from those of any person for whose conduct ENGINEER is not legally responsible.

20. Damages – Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither BOARD nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Task Order assignment or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both BOARD and ENGINEER shall require similar waivers or consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in a Task Order assignment.

21. The terms and conditions contained in this Agreement constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter of this Agreement. This AGREEMENT may be amended only by written instrument signed by both BOARD and the

ENGINEER.

22. All information provided by Board to the ENGINEER shall remain confidential and not disclosed to any other party without the written consent of the BOARD.

23. This Agreement may be terminated by BOARD without cause upon thirty (30) days written notice to the ENGINEER. Except as otherwise agreed in writing or as otherwise provided in this Agreement, upon termination neither the BOARD nor the ENGINEER shall have any further obligation to each other by way of compensation or otherwise, however in no event shall termination by the BOARD relieve the other party of obligations already incurred.

24. The ENGINEER agrees that upon termination of this Agreement, the ENGINEER will cooperate with the BOARD to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor ENGINEER so as to prevent any disruption in services.

25. The terms "Agreement" and "Contract" may be used interchangeably and shall refer to this Contract Agreement.

26. During the term of this Contract, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or marital status and further agrees to take affirmative action to ensure equal employment opportunities without such discrimination. No services to be rendered pursuant to, or in connection with, this Contract may be refused to any person because of age, race, creed, sex, color, national origin, disability or marital status.

27. Any disputes arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such disputes.

28. For any Litigation involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the preceding paragraph, provided that the BOARD and the ENGINEER agree to first attempt to resolve such disputes in the following manner:

A. First, the parties agree to attempt to resolve such dispute through direct negotiations between the

appropriate representatives of each party.

B. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

29. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

30. Nothing contained in this AGREEMENT shall create a contractual relationship or cause of action in favor of a third party against either BOARD or the ENGINEER.

31. The ENGINEER agrees to retain any and all records concerning the work performed pursuant to this Contract. Such records shall be maintained by the FIRM ENGINEER and made available on request by the City of Poughkeepsie for a period of not less than six years from the completion of this Contract.

32. The ENGINEER shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the BOARD under the term of this Agreement. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

33. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures.

34. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall be deemed a single binding document.

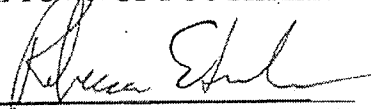
This Contract represents the entire understanding between the parties and shall not be modified except by a signed agreement mutually entered into by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

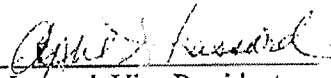
THE CITY OF POUGHKEEPSIE

BY: _____
Yvonne Flowers, Mayor

THE TOWN OF POUGHKEEPSIE

BY: 
Rebecca Edwards, Supervisor

T&B ENGINEERING AND LANDSCAPE ARCHITECTURE, P.C.

BY: 
April S. Lassard, Vice President

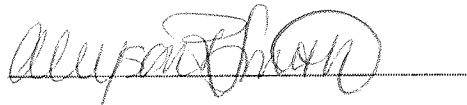
Date: 03/07/2025

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

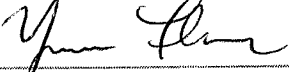
On the 16th day of April, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Yvonne Flowers, the Mayor of the City of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



Notary Public

ALLYSON R. SMITH
Notary Public, State of New York
No. 01SM6368247
Qualified in Dutchess County
Commission Expires 12/11/2025

THE CITY OF POUGHKEEPSIE

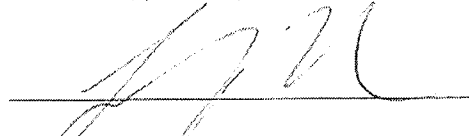
BY: 
Yvonne Flowers, Mayor

STATE OF NEW YORK)

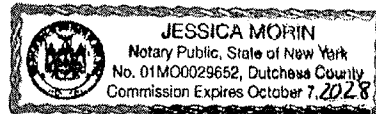
) ss:

COUNTY OF DUTCHESS)

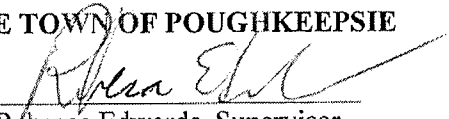
On the 21 day of March, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Rebecca Edwards, the Supervisor of the Town of Poughkeepsie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



Notary Public



THE TOWN OF POUGHKEEPSIE

BY: 

Rebecca Edwards, Supervisor

STATE OF MASSACHUSETTS)

) ss:

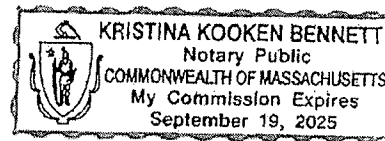
WESTFIELD

COUNTY OF HAMPDEN)

On the 7th day of March, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared April S. Lassard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Kristina K. Bennett

Notary Public



T&B ENGINEERING AND LANDSCAPE ARCHITECTURE, P.C.

BY: *April S. Lassard*

April S. Lassard, Vice President

Date: 03/07/2025

ATTACHMENT 1

Task Order No. - _____

**In accordance with
AGREEMENT for
On-call Engineering Services
By and Between
T&B Engineering and Landscape Architecture, P.C.
and
the City of Poughkeepsie's Joint Water Project Board**

1. Scope of Work:

2. Time Schedule:

Services as described in this Task Order shall begin upon noticed to proceed by execution of this Task Order and shall be completed in accordance with the following schedule:

.

3. Compensation:

Lump Sum use "Services shall be provided for the lump sum value of \$_____. Invoicing will be in accordance with the terms of the Agreement."

Hourly use "Services shall be provided on an hourly plus expense basis with a budget allocation of \$_____. Invoicing will be in accordance with the terms of the Agreement"

Accepted by:

**THE CITY OF POUGHKEEPSIES'
JOINT WATER PROJECT BOARD**

Authorized Representative

Date

Purchase Order, if required

**T&B ENGINEERING AND
LANDSCAPE ARCHITECTURE, P.C.**

Authorized Representative

Date

Project #

ATTACHMENT 2

ENGINEER's non-conflicting supplemental terms and conditions

Right of Entry – Unless otherwise agreed, BOARD will furnish right-of-entry on the land for ENGINEER to make any needed borings, surveys, explorations, or field tests. ENGINEER will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damages that may result from ENGINEER's operations. This provision does not apply to damages caused by negligence of the ENGINEER or its subconsultant(s).

Damage to Latent Underground Structures – Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information and a review of plans provided by BOARD or BOARD representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any plans provided. If the locations of underground structures are not known or cannot be confirmed, then there will be a degree of risk to BOARD associated with conducting the explorations. In the absence of confirmed underground structure locations, BOARD agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work, except for damage and/or costs caused by the negligence of the ENGINEER and/or its subconsultant(s).

Samples – All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless BOARD advises ENGINEER otherwise. Upon request, ENGINEER will ship or deliver the samples, charges collect, or will store them for BOARD for an agreed storage charge.

Ownership of Documents – All reports, field data and notes, laboratory test data, calculations, estimates, drawings, and other documents that ENGINEER prepares, as instruments of service, shall be ENGINEER's property which shall retain common law, statutory and other reserved rights including, without limitation, the copyright thereto. BOARD acknowledges ENGINEER's documents, including electronic files, as the work papers of ENGINEER and ENGINEER's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of BOARD upon payment in full of all monies due to ENGINEER under the terms of this contract. Under no circumstances shall the transfer of ownership of ENGINEER's documents, electronic files or other instruments of services be deemed a sale by ENGINEER and ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no case shall ownership of documents include CONSULTANT's logo, signature, professional stamps, templates, base plans, specifications or design details. It is understood that BOARD may be required to make copies of documents available to the public under the Freedom of Information Act prior to receipt of payment by ENGINEER.

Reports and other materials resulting from ENGINEER's efforts on Task Order Project or site noted in Task Order are not intended or represented to be suitable for reuse by BOARD or others on extensions or modification of Task Order Project or for any other projects or sites.

ENGINEER hereby provides the BOARD with a license to copy and utilize the documents associated with a Task Order Project for the intended purpose as defined in the corresponding Task Order. Reuse of reports or other materials by BOARD or others on extensions or modifications of Task Order Project or on other sites, without ENGINEER's written permission or adaption for the specific purpose intended shall be at the user's sole risk, without liability on ENGINEER's part, and BOARD agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse. If ENGINEER provides documents in electronic format to BOARD, BOARD agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized alteration, misuse or reuse of the electronic documents, and to indemnify and hold ENGINEER harmless for any claims, losses, damages, or costs, including reasonable attorney's fees, arising out of the alteration, misuse or reuse of any electronic documents.

Standard of Care - In performing ENGINEER's professional services, ENGINEER will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Task Order Project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Task Order Project cost or schedule. Therefore, ENGINEER makes no warranty that BOARD's actual Task Order Project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates. If BOARD wishes greater assurance as to any element of Task Order Project cost, feasibility, or schedule, BOARD will employ an independent cost estimator, contractor, or other appropriate advisor.

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Task Order Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

BOARD will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as BOARD deems appropriate; and render in writing decisions required by BOARD in a timely manner.

This AGREEMENT may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, BOARD may terminate this AGREEMENT for its convenience at any time by giving written notice to the ENGINEER. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses

incurred under the AGREEMENT to the date of termination.

CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the ENGINEER be requested to provide Construction Phase Services in connection with a task order assignment:

The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to BOARD and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

The presence of ENGINEER's personnel at a construction site is for the purpose of providing to BOARD a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Recommendations by ENGINEER to BOARD for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective observations that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact conformity with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to BOARD free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between BOARD and the construction contractors that affect the amount that should be paid.

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project included in the Task Order was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

DESIGN WITHOUT CONSTRUCTION

The following provisions shall be applicable should the ENGINEER be requested to provide design services but not retained to provide Construction Phase Services in connection with a task order assignment:

It is understood and agreed that the ENGINEER's Scope of Services under a applicable Task Order containing design services does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the BOARD or others. The BOARD assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the BOARD waives any claims against the ENGINEER that may be in any way connected thereto.

In addition, the BOARD agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations,

ATTACHMENT 3

2024 FIXED HOURLY RATE SCHEDULE



TECHNICAL PROFESSIONALS

Senior Vice President	\$320.00
Vice President	\$280.00
Safety & Health Director	\$250.00
Senior Consultant	\$260.00
Principal Landscape Architect	\$215.00
Principal Engineer	\$245.00
Senior Project Manager	\$245.00
Project Manager 2	\$210.00
Project Manager 1	\$175.00
Senior Landscape Architect 2	\$180.00
Senior Landscape Architect 1	\$170.00
Senior Engineer 2	\$205.00
Senior Engineer 1	\$190.00
Senior MEP Professional 2	\$205.00
Senior MEP Professional 1	\$190.00
Project Engineer 2	\$165.00
Project Engineer 1	\$150.00
Project MEP Professional 2	\$165.00
Project MEP Professional 1	\$150.00
Project Landscape Architect 2	\$160.00
Project Landscape Architect 1	\$150.00
Staff Engineer 3	\$145.00
Staff Engineer 2	\$130.00
Staff Engineer 1	\$120.00
Landscape Designer 2	\$140.00
Landscape Designer 1	\$130.00
Senior Architect 2	\$195.00
Senior Architect 1	\$175.00
Project Architect 2	\$155.00
Project Architect 1	\$140.00
Staff Architect 2	\$125.00
Staff Architect 1	\$115.00
Principal Planner	\$190.00
Senior Planner	\$185.00
Project Planner	\$140.00
Planner 2	\$130.00
Planner 1	\$115.00
Resident Engineer	\$180.00
Construction Observer 3	\$155.00
Construction Observer 2	\$140.00
Construction Observer 1	\$115.00

TECHNICAL PROFESSIONALS

Principal Compliance Specialist	\$225.00
Senior Compliance Specialist 2	\$185.00
Senior Compliance Specialist 1	\$160.00
Project Compliance Specialist 2	\$145.00
Project Compliance Specialist 1	\$135.00
Compliance Specialist 2	\$115.00
Compliance Specialist 1	\$100.00
Senior Environmental Professional	\$270.00
Principal Environmental Scientist	\$210.00
Senior Environmental Scientist 2	\$185.00
Senior Environmental Scientist 1	\$160.00
Senior Data Management Specialist 1	\$160.00
Project Environmental Scientist 2	\$145.00
Project Environmental Scientist 1	\$135.00
Environmental Scientist 2	\$115.00
Environmental Scientist 1	\$105.00

GIS PROFESSIONALS

GIS Technical Director	\$240.00
GIS Project Manager 2	\$195.00
GIS Project Manager 1	\$160.00
Senior Development Engineer	\$205.00
Senior GIS Analyst 2	\$185.00
Senior GIS Analyst 1	\$155.00
GIS Analyst 2	\$140.00
GIS Analyst 1	\$120.00
GIS Technician 2	\$100.00
GIS Technician 1	\$85.00

SUPPORT

Digital Project Manager	\$210.00
Digital Project Specialist	\$150.00
BIM Manager	\$185.00
CAD Manager	\$185.00
Senior Designer	\$160.00
Senior Drafter/Designer*	\$145.00
Drafter/Designer *	\$130.00
Engineering Technician 3*	\$130.00
Engineering Technician 2*	\$120.00
Engineering Technician 1*	\$110.00
Remediation Technician 2*	\$110.00
Remediation Technician 1*	\$100.00
Intern*	\$80.00
Administrative Support*	\$90.00

EXPENSES

1. Automobile transportation expenses for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to T&B Engineering and Landscape Architecture, P.C. by other than direct employees, and any permitting fees paid by T&B Engineering and Landscape Architecture, P.C. on behalf of the Client, shall be invoiced at T&B Engineering and Landscape Architecture, P.C.'s direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, and miscellaneous in-house printing are included in the hourly rates shown above.

PROVISIONS

1. Rates are effective until December 31, 2024, at which time rates will be increased based on annual salary review.
- * For non-salaried personnel (noted above by an "**"), time worked in excess of eight hours in any day or forty hours per calendar week shall be invoiced at 150 percent of the above rate.

2024

Services in New York provided by T&B Engineering and Landscape Architecture, P.C.

2025 FIXED HOURLY RATE SCHEDULE



TECHNICAL PROFESSIONALS

Senior Vice President	\$330.00
Vice President	\$295.00
Safety & Health Director	\$270.00
Senior Consultant	\$270.00
Principal Landscape Architect	\$220.00
Principal Engineer	\$255.00
Senior Project Manager	\$255.00
Project Manager 2	\$220.00
Project Manager 1	\$185.00
Senior Landscape Architect 2	\$185.00
Senior Landscape Architect 1	\$175.00
Senior Engineer 2	\$215.00
Senior Engineer 1	\$200.00
Senior MEP Professional 2	\$210.00
Senior MEP Professional 1	\$195.00
Project Engineer 2	\$170.00
Project Engineer 1	\$150.00
Project MEP Professional 2	\$170.00
Project MEP Professional 1	\$150.00
Project Landscape Architect 2	\$160.00
Project Landscape Architect 1	\$150.00
Staff Engineer 3	\$150.00
Staff Engineer 2	\$135.00
Staff Engineer 1	\$120.00
Landscape Designer 2	\$140.00
Landscape Designer 1	\$130.00
Principal Planner	\$210.00
Senior Planner	\$195.00
Project Planner	\$140.00
Planner 2	\$130.00
Planner 1	\$115.00
Resident Engineer	\$185.00
Construction Observer 3	\$160.00
Construction Observer 2	\$145.00
Construction Observer 1	\$120.00

TECHNICAL PROFESSIONALS

Principal Compliance Specialist	\$225.00
Senior Compliance Specialist 2	\$185.00
Senior Compliance Specialist 1	\$165.00
Project Compliance Specialist 2	\$145.00
Project Compliance Specialist 1	\$135.00
Compliance Specialist 2	\$115.00
Compliance Specialist 1	\$100.00
Senior Environmental Professional	\$280.00
Principal Environmental Scientist	\$225.00
Senior Environmental Scientist 2	\$195.00
Senior Environmental Scientist 1	\$175.00
Senior Data Management Specialist 1	\$170.00
Project Environmental Scientist 2	\$150.00
Project Environmental Scientist 1	\$140.00
Environmental Scientist 2	\$120.00
Environmental Scientist 1	\$110.00

GIS PROFESSIONALS

GIS Technical Director	\$250.00
Senior GIS Project Manager	\$210.00
GIS Project Manager 2	\$200.00
GIS Project Manager 1	\$165.00
Senior Development Engineer	\$210.00
Senior GIS Analyst 2	\$190.00
Senior GIS Analyst 1	\$165.00
GIS Analyst 2	\$145.00
GIS Analyst 1	\$125.00
GIS Technician 2	\$100.00
GIS Technician 1	\$85.00

SUPPORT

Digital Project Manager	\$220.00
Digital Project Specialist	\$150.00
BIM Manager	\$190.00
CAD Manager	\$195.00
Senior Drafter/Designer	\$165.00
Drafter/Designer *	\$135.00
Engineering Technician 3*	\$135.00
Engineering Technician 2*	\$125.00
Engineering Technician 1*	\$115.00
Remediation Technician 2*	\$115.00
Remediation Technician 1*	\$105.00
Intern*	\$80.00
Administrative Support*	\$90.00

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2025

Services in New York provided by T&B Engineering and Landscape Architecture, P.C.

ATTACHMENT 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2024

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

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

PRODUCER Brown & Brown of MA 107 Audubon Rd Wakefield MA 01880	CONTACT NAME: Matthew Mullard PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463 E-MAIL: matt.mullard@bbrown.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company NAIC #: 25658 INSURER B: The Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company of America 25674 INSURER D: Travelers Casualty and Surety Company 19038 INSURER E: XL Specialty Insurance Company 37885 INSURER F:
INSURED Tighe & Bond, Inc.; T&B Engineering and Landscape Architecture PC Tighe & Bond Designer Services Inc; Tighe & Bond Studio Inc 53 Southampton Road Westfield MA 01085	

COVERAGES CERTIFICATE NUMBER: 2024 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	6803L850582	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	BA0R112212	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	CUP6N395203	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB4N087733	05/01/2024	05/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Arch/Eng Prof Liab Incl Pollution		DPR5027713	04/14/2024	04/14/2025	PER CLAIM 5,000,000 AGGREGATE 10,000,000

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

Poughkeepsies' Joint Water Project Board and the City of Poughkeepsie is included as additional insured under the general liability policy subject to same terms and conditions. Valuable Papers \$1,000,000

CERTIFICATE HOLDER

Poughkeepsies' Joint Water Project Board

3431 North Road
Poughkeepsie NY 12601

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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From: [Randy Alstadt](#)
To: [Shirley Davison](#)
Subject: RE: Whiteman osterman & Hanna
Date: Friday, May 2, 2025 9:25:15 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please renew the contract. Also please send me the contract

Randy J. Alstadt, P.E.
Water Plant Administrator
Poughkeepsies' Water Treatment Facility
70 Waterworks Road
Poughkeepsie, NY 12601
Office: 845 451-4173 x2003
Cell: 845 625-3448

From: Shirley Davison <SDavison@cityofpoughkeepsie.com>
Sent: Friday, May 2, 2025 8:43 AM
To: Randy Alstadt <ralstadt@pokwater.com>
Subject: Whiteman osterman & Hanna

Hi Randy, the legal services contract ends on June 30th and has two additionally years for renewal. Do you want to renew this contract or rebid it?

Are you able to attend the May 7th BOC meeting

Thanks

Shirley Davison
Purchasing Agent
845-451-4048

From: [Randy Alstadt](#)
To: [Shirley Davison](#)
Subject: RE: Award letter-36% Orthophosphoric Acid- Carus CorpRenewal
Date: Friday, March 14, 2025 9:16:46 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am ok with renew.

From: Shirley Davison <SDavison@cityofpoughkeepsie.com>
Sent: Friday, March 14, 2025 9:14 AM
To: Randy Alstadt <ralstadt@pokwater.com>; Al Losee <alosee@pokwater.com>
Subject: FW: Award letter-36% Orthophosphoric Acid- Carus CorpRenewal

Good Morning I know the chemicals will be expiring soon, should we renew or rebid? Tks

Shirley Davison
Purchasing Agent
845-451-4048

From: Smith, Elizabeth <Elizabeth.Smith@carusllc.com>
Sent: Thursday, March 13, 2025 5:40 PM
To: Shirley Davison <SDavison@cityofpoughkeepsie.com>; Al Losee <ALosee@PokWater.com>
Cc: Randy Alstadt <ralstadt@pokwater.com>
Subject: RE: Award letter-36% Orthophosphoric Acid- Carus CorpRenewal

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon.

Carus would like to exercise the option in extending the contract for the 36% Phosphoric Acid for an additional one-year term at the current prices listed hereinbelow.

36% Phosphoric Acid: \$0.82/lb

Please let me know if the city is in agreement to extend the contract at the current price.

Thank you!

Elizabeth

| Elizabeth Smith



Commercial Support Lead
815-224-6503
elizabeth.smith@carusllc.com
carusllc.com

From: Shirley Davison <SDavison@cityofpoughkeepsie.com>
Sent: Wednesday, March 13, 2024 7:28 AM
To: Smith, Elizabeth <Elizabeth.Smith@carusllc.com>
Subject: RE: Award letter-36% Orthophosphoric Acid- Carus CorpRenewal

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

Thank you

Shirley Davison
Purchasing Agent
845-451-4048

From: Smith, Elizabeth <Elizabeth.Smith@carusllc.com>
Sent: Tuesday, March 12, 2024 1:53 PM
To: Shirley Davison <SDavison@cityofpoughkeepsie.com>
Subject: RE: Award letter-36% Orthophosphoric Acid- Carus CorpRenewal

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Shirley,

Attached is the executed renewal letter. Please let me know if you need anything else.

Thank you!

Elizabeth



Elizabeth Smith
Inside Sales Bid Analyst
815-224-6503
elizabeth.smith@carusllc.com
carusllc.com

From: Shirley Davison <SDavison@cityofpoughkeepsie.com>

Sent: Tuesday, March 12, 2024 10:39 AM

To: Smith, Elizabeth <Elizabeth.Smith@carusllc.com>

Subject: Award letter-36% Orthophosphoric Acid- Carus CorpRenewal

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

Good Morning Elizabeth, please see attached renewal letter. Please sign and return at your earliest convenience. Thank you

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

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