

HARFORD COUNTY PRICE AGREEMENT

BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

AGREEMENT NO. 25-004

THIS AGREEMENT made and entered into this 19th day of August 2024, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter referred to as “County” and **JACOBI CARBONS, INC., 432 McCormick Boulevard, Columbus, Ohio 43213**, hereinafter referred to as “Contractor”.

WITNESSETH:

SECTION I: SCOPE

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide the bulk chemical(s) as indicated below (hereinafter collectively “Chemicals”) for water and wastewater treatment on an as-required basis during the term of this Agreement in accordance with the provisions of Invitation for Bids No. 25-004, Addendum No. 1 dated May 9, 2024, Addendum No. 2 dated May 9, 2024, and the Contractor’s bid dated May 10, 2024 (attached as Exhibit 1) (“Bid”), all of which are incorporated herein as if set forth in full.

ITEM/CHEMICAL

UNIT PRICE

HC-18	Powdered Activated Carbon – 1,000 Lb sacks	\$2,260.00/dry ton
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SECTION II: TERM

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

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

SECTION III: TYPE OF AGREEMENT

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

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

SECTION IV: QUANTITIES

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

SECTION V: AGREEMENT SUM

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

SECTION VI: PAYMENTS

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

SECTION VII: WARRANTIES

- A. Title of goods conveyed to the County shall be good and its transfer rightful.
- B. The goods shall be delivered free from any security interest or other lien or encumbrance.
- C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

SECTION VIII: INSURANCE REQUIREMENTS

Please see Exhibit 2, which is attached and incorporated herein, for the insurance requirements for this Agreement.

SECTION IX: NON-COLLUSION

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

SECTION X: NON-DISCRIMINATION

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

SECTION XI: TERMINATIONS

A. Termination for Convenience:

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

B. Termination for Cause:

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

SECTION XII: WRITTEN NOTICES

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

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

Jacobi Carbons, Inc.
432 McCormick Boulevard
Columbus, Ohio 43213
Attn: Linda Knepper
Linda.Knepper@Jacobi.Net

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

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

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

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

SECTION XIII: CHANGES

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

SECTION XIV: LAWS

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

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

SECTION XV: SUPREMACY CLAUSE

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

SECTION XVI: INDEMNIFICATION

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

SECTION XVII: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

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

SECTION XVIII: EXECUTION IN COUNTERPARTS

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

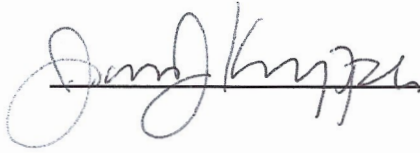
SECTION XIX: AUTHORITY TO EXECUTE

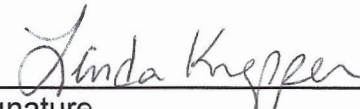
The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

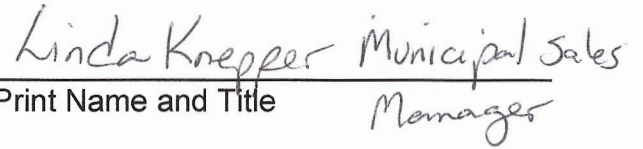
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

WITNESS/ATTEST:

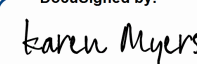
JACOBI CARBONS, INC.




BY: 
Signature _____


Print Name and Title _____

HARFORD COUNTY, MARYLAND

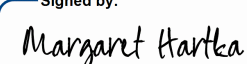
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
BY: 
Karen D. Myers
NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA
Director, Department of Procurement

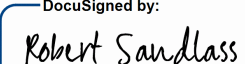



Approved for form and legal sufficiency.

Approved for financial sufficiency.

Signed by:

5454F40DE95E465...


Margaret Hartka
Deputy County Attorney

DocuSigned by:

5968F7E2BE7A44B...


Robert F. Sandlass, Jr.
Treasurer

Reviewed and Concur.

Signed by:

Joseph Siemek

E3FA1348DE454D6...

Initial
SD

Joseph J. Siemek, P.E.
Director, Department of Public Works

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

This Agreement was fully executed on the 19th day of August 2024.

ENTITY NAME: Jacobi Carbons, Inc. Page 1 of 15

SUBMIT ONE (1) ORIGINAL SET OF BID FORMS

BID FORM

BID NO. 25-004

Bulk Chemicals

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

From: Jacobi Carbons, Inc.
432 McCormick Blvd
Columbus, OH 43213

Basis of Award:

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

3. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340.
 Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

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

4. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.

5. **Award may be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.**

6. Bid Checklist – Failure to meet requirements A-E below, will result in your bid being rejected as non-responsive:

A. We are in good standing with State and Local Governments. Yes No
 Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: _____

B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes No N/A
 Date of Certificate Expiration: _____

C. We are submitting the Bid Bond (If Applicable). Yes No N/A

D. We are submitting one (1) Original Bid Form. Yes No

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

Yes No N/A

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

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation. *As your current carbon supplier, we do not have pollution or property insurance, but comply with the other limits. Insurance CoI included for reference.*
 Acknowledgement/Initials Jnk

ENTITY NAME: Jacobi Carbons, Inc.

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

BID FORM

Carroll County, Maryland

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

ENTITY NAME: Jacobi Carbons, Inc.

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

BID FORM

City of Havre de Grace

Bid Item	Chemical	Container/Delivery Type	Estimated Frequency	Unit of Measure	Source of Supply	Unit Price	Total Price
HG-1	Liquid Chlorine	150 lb. cylinder	9 cylinders 12/year				\$ No Bid
HG-2	Poly-Aluminum Chloride (DelPac 2020)	1000 gallons	12/year				\$ No Bid
HG-3	Activated Carbon	50 lb bags *	2 pallets 2/year	lb.	AquaSorb CP1	129	\$ 5236.00 *
HG-4	Poly-Ortho Phosphate	550 gallons	2 totes 1/year				\$ No Bid
HG-5	Liquid Sodium Fluoride	500 gallons	1/year				\$ No Bid
HG-6	Caustic 50%	750 gallons	4/year				\$ No Bid
HG-7	Polyaluminum Chloride (DelPac 1525)	4000 gallons	4/year				\$ No Bid
HG-8	Caustic 25%	4000 gallons	4/year				\$ No Bid
HG-9	Micro - C	3000 gallons	1/year				\$ No Bid
HG-10	Lime	50 lb. bag	1 pallet per year				\$ No Bid
HG-11	Hypochlorite	4000 gallons	2/year				\$ No Bid

* our small bags are 44 lbs per bag with 25 bags per pallet = 1,100 lbs/pallet
2 pallets x 2/yr = 4,400 lbs.

ENTITY NAME: Jacobi Carbons, Inc.

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

BID FORM

Harford County, Maryland

Bid Item	Chemical	Container/Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
HC-1	Caustic Soda (25%)	Mini-Bulk	2,000	Gallons			No Bid
HC-2	Caustic Soda (25%)	Bulk	1,200	Wet Tons			No Bid
HC-3	Chlorine (100%)	2000 lb. Cylinders	100	Wet Tons			No Bid
HC-4	Ferric Chloride (37% - 42%)	Bulk Tanker	1,600	Wet Tons			No Bid
HC-5	Ferric Sulfate (13% Fe)	Tanker	635	Dry Tons			No Bid
HC-6	Hydrofluorosilicic Acid (21% - 23%)	55 gallon Drums	18	Wet Tons			No Bid
HC-7	Hydrofluorosilicic Acid (21% - 23%)	Bulk Tanker	50	Wet Tons			No Bid
HC-8	Liquid Alum (49.5%)	Mini-Bulk	13	Wet Tons			No Bid
HC-9	Methanol	Mini-Bulk	8,400	Gallons			No Bid
HC-10	Methanol	Bulk	190,000	Gallons			No Bid
HC-11	Phosphoric Acid (75%)	55 gallon Drums	22	Wet Tons			No Bid
HC-12	Polymer P1 - Thickening WAS	Bulk Tanker	450	Wet Tons			No Bid
HC-13	Polymer P2 - Dewatering	Bulk Tanker	322,000	Pounds			No Bid
HC-14	Polymer P3 - Coagulant Aid	55 lb Bags	2	Dry Tons			No Bid
HC-15	Polymer P4 - Filtering Aid	55 gallon Drums	5	Wet Tons			No Bid
HC-16	Polymer P10 - Settling Aid	55 lb. Bags	1	Dry Tons			No Bid
HC-17	Potassium Permanganate	330 lb. Drums	7,000	Pounds			No Bid
HC-18	Powdered Activated Carbon	1000 lb. Sacks	14	Dry Tons	AquaSorb CFI	2,260 ⁰⁰	31,640 ⁰⁰
HC-19	Soda Ash Dense (58% Active)	50 lb. Bags	30	Dry Tons			No Bid
HC-20	Soda Ash Dense (58% Active)	Bulk Tanker	1,237	Dry Tons			No Bid

ENTITY NAME: Jacobi Carbons, Inc

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

BID FORM

Harford County, Maryland (continued)

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

ENTITY NAME: Jacobi Carbon Page 8 of 45

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

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

Payment Terms: 0 % net 30 Days

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

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

Carroll County does not offer a price discount.

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

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

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

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

ENTITY NAME: Jacobi Carbons, Inc. Page 1 of 15

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) Municipal Bid Specialist and the duly authorized representative of (name of business) Jacobi Carbons, Inc. and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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

ENTITY NAME: Jacobi Carbon Page 1 of 15

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

ENTITY NAME: Jacobi Carb Page 12 of 15

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

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) Maryland (domestic) corporation foreign (non-Maryland) corporation

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

Name: Maryland Registered Agent Inc.

Address: 5000 Thayer Center, Ste. C, Oakland, MD 21550

(If not applicable, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

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

I FURTHER AFFIRM THAT:

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

L. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

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

Date: 5-10-24 By Jinda Krueger
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): 23-3094148

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

BID SUBMITTED BY:

Jacobi Carbons, Inc.
ENTITY NAME

412-260-1012
TELEPHONE NUMBER

(Must be entity name as registered with Maryland State Department of Assessments & Taxation)

Linda Knepper - Municipal Bid Specialist
REPRESENTATIVE & TITLE
(TYPE OR PRINT)

215-546-9921
FAX NUMBER

Linda Knepper - Municipal Bid Specialist
REPRESENTATIVE & TITLE
(SIGNATURE)

Linda.Knepper@jacobi.net
E-MAIL ADDRESS

432 McCormick Blvd, Columbus, OH 43213
ADDRESS

N/A
MD. CONTRACTOR'S LICENSE NO.

5-10-24
DATE

N/A
DATE AND PLACE OF ISSUE

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

Name _____ Address _____

Name _____ Address _____

Insurance Requirements Harford County, Maryland

Basic Insurance Requirements

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Contractor must comply and cause all sub-contractors of any level to comply, with the following minimum insurance requirements.

Minimum limits required:

Commercial General Liability:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$10,000

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project/per location

Coverage must be on Occurrence form, covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all Subcontracts. "Claims Made" is not acceptable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations)

AND

CG 20 37 Additional Insured-Owners, Lessees or Contractors (Products / Completed Operations)

No other forms are acceptable unless equivalent to CG 20 10 and CG 20 37. Both endorsements are required and edition date of 11-85; where available. If not available, then edition dates of 10-01 are acceptable.

Coverage may not exclude or limit coverage for:

- a) If applicable, coverage for work performed on single or multi-family housing (residential construction);
- b) Cross liability exclusions except Named Insured vs. Named Insured;
- c) Exclusions for the Contractor's scope of work;
- d) Explosion, Collapse and Underground;
- e) Contractual Liability (beyond standard ISO GL form);
- f) The Employers' Liability exclusion may not exclude coverage for an employee of "any" insured, only employees of a "Named" Insured.

Commercial Auto Liability:

ISO form CA 00 01 or equivalent
\$1,000,000 Each Accident (bodily injury, death or property damage)

Includes owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor. This insurance shall also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of materials identified as hazardous during the performance of the work or services and ISO form CA 99 48 Pollution Liability for spills, upsets and overturns while in transport, where applicable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Workers Compensation:

Statutory Benefits as required by law

Employers Liability Limits:

Bodily Injury by Accident - Each Accident
Bodily Injury by Disease - Policy Limit
Bodily Injury by Disease - Each Employee

\$100,000
\$500,000
\$100,000

The policy (ies) shall include "other states" coverage. Coverage shall be provided by the Contractor whether or not such party utilizes some or all of its own employees, leased employees, temporary employees or other labor services, and shall include voluntary compensation coverage and, where the Contractor has leased employees, alternate employer endorsement, and occupational disease coverage shall be included for the injuries or claims thereunder of such employees.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Commercial Umbrella:

Coverage to be as broad as primary including Additional Insured as required hereunder

Each Occurrence and in the Aggregate

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Providing Coverage following the form of the underlying Employers' Liability, Commercial General Liability, and Commercial Automobile Liability Policies.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted doing business in the State where the contract is to be performed.
2. Where applicable, all requirements in the Prime contract are required to be met in addition to these requirements. Where conflicts exist, the greater requirement shall apply.
3. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained throughout the project and maintenance phases. Evidence of such insurance must be provided at inception of the contract, and annually thereafter during the project and maintenance phases.
4. The additional insured coverage shall apply to both ongoing and completed operations.
5. All coverage required in this contract, with the exception of Worker's Compensation, must be primary and non-contributory to any insurance maintained by Harford County, Maryland. "Primary and non-contributory" in this clause means that Contractor's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Harford County, Maryland without seeking contribution from other insurance carried by Harford County, Maryland and its elected or appointed officials, related entities and employees.
6. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Harford County, Maryland. Should Harford County, Maryland agrees to a deductible or self-insured retention, Contractor agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance. Harford County, Maryland may provide express written consent for a deductible or self-insured retention at the County's discretion, if requested by the Contractor prior to any project work beginning.
7. Each policy must be endorsed to require at least 30 days' notice of cancellation (10 days for non-payment of premium) to Harford County, Maryland. If, after reasonable effort, Contractor is unable to secure such endorsement, Contractor must provide Harford County, Maryland written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
8. Contractor waives all rights against Harford County, Maryland to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
9. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract, except that the products and completed operations coverage under the Commercial General Liability and coverage under the Professional Liability insurance shall be maintained (or if applicable, an Extended Reporting Period shall be obtained) throughout the statute of repose, following final completion of the work.
10. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
11. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed sufficient cause for termination of this contract for default.
12. Contractor's or Subcontractors' liability shall not be limited to the limits of any required insurance.
13. Harford County, Maryland shall not be liable for payment of any premiums under any required policies of insurance.
14. Harford County, Maryland reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
15. All subcontractors will be required to comply with the above requirements and insurance coverage as well. It is the Contractor responsibility to obtain certificates from Subcontractors as evidence of compliance, and all shall include Harford County, Maryland and its elected or appointed officials, related entities and employees as an Additional Insured. However, limits required may be lower at the discretion of Harford County, Maryland or the Contractor.

16. The contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
17. The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
18. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor to comply with and qualify under said laws, the County shall be required at any time to pay any sum because any employee of Contractor or Subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.
19. Evidence satisfactory to the County that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
20. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.
21. In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.
22. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford County, Maryland and its elected or appointed officials, related entities and employees to be named additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of the Workers' Compensation, to any coverage or self-insurance program available to the County and shall include waiver of each insurer's rights of subrogation in favor of the County.
23. Contractors or Subcontractors may at their own cost and expense obtain additional insurance to that which is required by the County under this Contract.
24. To the fullest extent permitted by law, the Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.
25. Contractor or subcontractor shall give prompt notice to Harford County, Maryland in the event of any accident or occurrence on the premises or related in any way to this contract
26. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.

DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED

- a. Certificates of Insurance, Certificate Holder must read:
Harford County, Maryland
220 South Main Street
Bel Air, MD 21014
- b. Contract Number shall be referenced in the Description of Operations
- c. Copy of Additional Insured endorsement(s)
- d. Copy of Waiver of Subrogation endorsement on Workers Compensation policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2024

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.	
	PHONE (A/C. No. Ext): 1-800-524-7024	FAX (A/C. No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Technology Insurance Company, Inc.		42376
INSURED Jacobi Carbon Inc 432 McCormick Blvd Columbus OH 43213	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES **CERTIFICATE NUMBER:** 3709035 **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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	Y	TWC4309461	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

This certificate has a blanket Waiver of Subrogation for the following state(s) :CA,CO,FL,IA,ID,MI,PA,UT
Job Locations: , PA

CERTIFICATE HOLDER

CANCELLATION

Harford County, Maryland 220 S. Main St Bel Air MD 21014	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 <i>Nancy M. Miller</i>

Technology Insurance Company, Inc.
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Policy Change Endorsement

Jacobi Carbon Inc
432 McCormick Blvd
Columbus, OH 43213

ADP Insurance Services - Allentown
1 ADP Blvd., M/S 625
Roseland, NJ. 07068

Enclosed is a Policy Change Endorsement for Policy Number: TWC4309461

For questions, please contact our Underwriting Office at: 877-528-7878.

12/21/2023



AmTrust North America
An AmTrust Financial Company

POLICY INFORMATION PAGE ENDORSEMENT

Insured:	Jacobi Carbon Inc	Policy No:	TWC4309461
Policy Period:	10/1/2023 to 10/1/2024	Endorsement No:	1
Carrier Name:	Technology Insurance Company, Inc.	Endmt Effective:	10/1/2023

Authorized Rep: 

The following item(s)

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Policy Number (WC 89 06 02) | <input type="checkbox"/> Item 3.C. States (WC 89 06 13) |
| <input type="checkbox"/> Effective Date (WC 89 06 03) | <input checked="" type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input checked="" type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Carrier Number (WC 89 06 19) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11) | |

is changed to read:

Blanket waiver of subrogation is added to the policy.
Added form WC000313, WC040306, and WC430305

DESCRIPTIONS (Continued from Page 1)

follows form. A 30 day notice of cancellation will be provided, except for non-payment situations where the standard 10 days will apply.

POLICY NUMBER: AGM30034004701

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

ANY PERSON OR ORGANIZATION THAT YOU ARE OBLIGATED PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO A LOSS TO PROVIDE SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

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

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

Any person, who with your consent, either uses or is responsible for the use of a watercraft to which this insurance applies is an insured, but only for their liability arising out of the use or operation of that watercraft on your behalf.

I. VENDORS

The following is added as an additional insured:

Any person or organization who is a vendor of “your products”, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

J. ADDITIONAL INSUREDS - CONTROLLING INTEREST

The following is added as an additional insured:

Any person or organization that has a controlling interest of you, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

K. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

The following is added as an additional insured:

Any person or organization that does not otherwise qualify as an insured under any other provision of this insurance is an insured to the extent that you are required by written contract, written agreement or written permit to name such person or organization as an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of "your work" for the additional insured(s) at the location(s) designated in the written contract, written agreement or written permit; or
- b. In connection with your premises owned by or rented to you.

However, with respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) Unless the written contract or written agreement has been executed or the written permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To "bodily injury", "property damage" or "personal and advertising injury" occurring after:
 - (a) The termination date of any requirement to add additional insureds in any such contract, agreement or permit; or
 - (b) The end of this policy period; whichever comes first; or
- (3) To the rendering or failure to render any professional service.

- L. The insurance afforded such additional insureds under items **7. F** through **7. K**:
 - a. Applies only to the extent permitted by law; and
 - b. If required by a written contract, written agreement or written permit, coverage provided the additional insured will not be broader than that which you are required by the written contract, written agreement or written permit to provide for such additional insured.

- M. With respect to the insurance afforded these additional insureds under **7. F** through **7. K**, the following is added to **Section III - Limits of Insurance**:

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

- 1. Required by the contract, agreement or permit; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision will not increase the applicable Limits of Insurance shown in the Declarations.

8. PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

Under **Section IV - Commercial General Liability Conditions**, the following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **Section IV - Commercial General Liability Conditions**, paragraphs **e.** and **f.** are added to the **Duties In The Event of Occurrence, Offense, Claim or Suit** condition as follows:

- e.** Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim, solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this policy.
- f.** You must give us prompt notice of an "occurrence", offense, claim or loss only when the "occurrence" offense, claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or director, if you are a corporation;
 - (4) A member, if you are a limited liability company;
 - (5) A trustee, if you are a trust; or
 - (6) An "employee" designated by you to give us such a notice.

10. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **Section IV - Commercial General Liability Conditions**, the following is added to the **Representations** condition:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional and you report such failure to us as soon as practicable after its discovery. However, we reserve the right to charge additional premium for any such hazard.

11. WAIVER OF SUBROGATION

Under **Section IV - Commercial General Liability Conditions**, the following is added to the **Transfer of Rights of Recovery Against Others To Us** condition:

If the insured has waived those rights in a written contract, written agreement or written permit executed before loss, our rights are waived also.

12. BODILY INJURY REDEFINED

Under the **Definitions Section**, the definition of "bodily injury" is replaced by the following: "Bodily

injury" means bodily injury, disability, mental anguish, mental injury, shock, fright,

humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

13. MOBILE EQUIPMENT REDEFINED

Under the **Definitions Section**, paragraph **f.** of the definition of "mobile equipment" is replaced by the following:

- f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

POLICY NUMBER: AGM30034004701

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

JACOBI CARBONS, INC.: F19641406

Department ID Number:

F19641406

Business Name:

JACOBI CARBONS, INC.

Principal Office: 

432 MCCORMICK BOULEVARD
COLUMBUS OH 43213

Resident Agent: 

REGISTERED AGENTS, INC.
5000 THAYER CENTER STE C
OAKLAND MD 21550

Status:

INCORPORATED

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

FOREIGN CORPORATION

Business Code:

03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration:

05/03/2019

State of Formation:

OH

Stock Status:

STOCK

Close Status:

N/A
