

## SUPPLY CHAIN REQUEST FOR SIGNATURE SHEET

**To:** John Young  
**From:** Gerald Coyne  
**Telephone:** 856-727-6219  
**Email:** gerald.coyne@amwater.com  
**Date:** 4-2-2008

**Re:** Agreement to Supply Potable Water Treatment Chemicals for 2008

**I. Category Name:** Water Treatment Chemicals (Lucier Chemical Industries Ltd, dba LCI Ltd)

**II. Monetary Value of Agreement (approximate annual spend or anticipated total spend for project) 1,400,000.00**

**III. Term of Agreement: 5 years for T&C's 1 year for pricing**

**IV. Category/Project Team Members:**

Category Champion - John Young  
Category Leads – Regional Directors of Operations  
Supply Chain Lead – Gerald Coyne

**V. Agreement Reviewed by:**

Steve Robbins  
Greg Samuels  
Gerald Coyne

**VI. Detailed summary of the attached Agreement:** Water Treatment Chemical contract for 2008/2013 term.

**REMINDER—BLUE INK IS REQUIRED FOR ALL SIGNATURES**

**Section I: General Contract Information**

CHECK THIS BOX IF THIS IS AN AMERICAN WATER STANDARD CONTRACT (NO CHANGES MADE)

1) Contract Name\*: Agreement to Supply Potable Water Treatment Chemicals for 2008 Lucier Chemical Industries Ltd., dba LCI Ltd.

2) Contract Number: \_\_\_\_\_

3a) Contract Owner\* Gerald J Coyne Phone number\* 856-727-6219

3b) Contract Owner taking responsibility after the contract is signed (if different than original Contract Owner):

Gerald Coyne Phone number 856-727-6219

4) Secondary contact name and phone number Righard Guyer 856-727-6205

5) Physical location of document(s) (office location and department name)\*: Mount Laurel-Voorhees

6) Name of the American Water company entering into the contract\*: American Water Works Service Company, Inc.

7) Other company or companies signing the contract\*: \_\_\_\_\_

8) Contract description\*: Chemicals and Vessels

9) Relationship to other contracts (amendment, change order with new terms, etc.)\*: \_\_\_\_\_

10a) Estimated Lifetime Contract Payments\*: \$1,400,000.00

10b) Estimated Lifetime Contract Receipts\* \$ \_\_\_\_\_

Estimated Lifetime Contract Payments should be expressed in gross

11) Effective Date\*: 1-1-2008

12) Renewal terms\* (check one):  Perpetual unless cancelled  Annual automatic renewal unless cancelled  
 Monthly automatic renewal unless cancelled  Not renewable  
 Renewable with prior notice (notice date: \_\_\_\_/\_\_\_\_/\_\_\_\_)  
 Other (describe on item 15)

13) Termination Date\*: 12-31-2013

14) Termination provisions\* (check all that apply):  At-will by either party  At-will by AW only  
 At-will by other party only  For cause by either party  
 For cause by AW  For cause by other party  
 No termination provisions in contract

15) Miscellaneous Note: Renewed at end of agreement

**CONTRACT APPROVAL FORM**

16) Contract Type\* (check only one box):

NOTE: See Appendix 1 for a description of each contract type

Contract types marked with an "F" require the prior input and approval of the Finance Department

Contract types marked with an "F\$" require the prior input and approval of the Finance Department if the total value exceeds \$100,000

Contract types marked with a "P" require the prior input and approval of the Supply Chain Department

See Instructions for description of approval process

- |                                 |  |                                     |  |
|---------------------------------|--|-------------------------------------|--|
| <input type="checkbox"/> (F)(P) | Benefit/Pension Agreement                  | <input type="checkbox"/> (F)        | Joint Venture Agreement                  |
| <input type="checkbox"/>        | Billing/Shut-Off Agreement                 | <input type="checkbox"/>            | Labor Agreement                          |
| <input type="checkbox"/> (F)    | Debt/Securities Agreement                  | <input type="checkbox"/> (F\$)(P)   | Lease Agreement                          |
| <input type="checkbox"/>        | Confidentiality Agreement                  | <input type="checkbox"/> (P)        | License Agreement                        |
| <input type="checkbox"/> (F\$)  | Construction Agreement                     | <input type="checkbox"/> (F)        | Merger/Acquisition/Disposition Agreement |
| <input type="checkbox"/>        | Developer Service/Main Extension Agreement | <input type="checkbox"/> (F)        | Miscellaneous Agreement                  |
| <input type="checkbox"/> (F\$)  | Easement Agreement                         | <input type="checkbox"/> (F)        | Operating Agreement                      |
| <input type="checkbox"/> (F)    | Employment Agreement                       | <input type="checkbox"/> (F\$)(P)   | Purchase/Sale Agreement                  |
| <input type="checkbox"/> (F)    | Environmental Agreement                    | <input type="checkbox"/>            | Rate Agreement                           |
| <input type="checkbox"/> (F)    | Financial Agreement                        | <input type="checkbox"/> (F\$)(P**) | Services Agreement                       |
| <input type="checkbox"/>        | Fire Protection Agreement                  | <input type="checkbox"/> (F)        | Settlement Agreement                     |
| <input type="checkbox"/> (F)    | Franchise Agreement                        | <input type="checkbox"/> (P)        | Supply Agreement                         |
|                                 |  | <input type="checkbox"/> (F)        | Water Supply/Wastewater Agreement        |

\*\* - Only when the company is receiving the services

17) If the contract contains a payment commitment by AW in future years (such as a long-term supply agreement or lease), fill out the following schedule\*:

Year	Commitment Amount (in \$'s)
2007	
2008	
2009	
2010	
2011	
2012	
2013	
2014	

Year	Commitment Amount (in \$'s)
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022 and beyond	

\*Mandatory information

CONTRACT APPROVAL FORM

Lucier

**Section II: Approvals**

**Business Unit Review:**

**CONTRACT OWNER\***

S. Schmitt      S. P. Sel      4/10/08  
(Name)                      (Signature)                      (Date)

By checking this box, Contract Owner represents he/she has reviewed the Delegation of Authority and is authorized to sign the contract:

**CONTRACT SIGNER (only if Contract Owner does not have authority to sign contract pursuant to the DOA; see instructions)**

\_\_\_\_\_  
(Name)                      (Signature)                      (Date)

**Law Department Review by:**

**ATTORNEY\***

Steve Hill      [Signature]      4/2/08  
(Name)                      (Signature)                      (Date)

**Finance Department Review by:**

\_\_\_\_\_  
(Name)                      (Signature)                      (Date)

Check box if Finance Department review is not required:

**Supply Chain Department Review by:**

**Gerald J Coyne**      [Signature]      **10-22-2007**  
(Name)                      (Signature)                      (Date)

Check box if Supply Chain Department review is not required:

Comment (use back if necessary)

\*Mandatory information

**Section II: Approvals**

**Business Unit Review:**

**CONTRACT OWNER\***

\_\_\_\_ (Name)                      \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Date)

By checking this box, Contract Owner represents he/she has reviewed the Delegation of Authority and is authorized to sign the contract:

**CONTRACT SIGNER (only if Contract Owner does not have authority to sign contract pursuant to the DOA; see instructions)**

\_\_\_\_ (Name)                      \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Date)

**Law Department Review by:**

**ATTORNEY\***

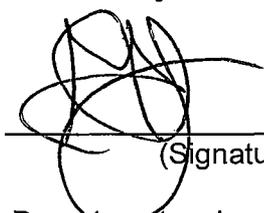
\_\_\_\_ (Name)                      \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Date)

**Finance Department Review by:**

\_\_\_\_ (Name)                      \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Date)

Check box if Finance Department review is not required:

**Supply Chain Department Review by:**

Gerald J Coyne                       \_\_\_\_\_ (Signature)                      10-22-2007 (Date)

Check box if Supply Chain Department review is not required:

Comment (use back if necessary)

Comment (use back if necessary)

Comment (use back if necessary)

Comment (use back if necessary)

\*Mandatory information

## Basic Contract Approval Process

See full instructions below for definitions and explanations.

### Standard Contracts:

1. The Contract Owner fills in the blanks on the standard contract form and makes no other changes to the contract.
2. The Contract Owner and other party sign the contract.
3. The Contract Owner completes and signs the Contract Approval Form. One Contract Approval Form may cover multiple contracts for a given time period (contact the regional Law Department for specific procedure).
4. The Contract Owner scans the Contract Approval Form and the contract into .pdf format and transmits both (as separate files) to the regional Law Department (contact the regional Law Department for specific procedure). If one Contract Approval Form is used to cover multiple contracts, each contract must be scanned as a separate file.
5. The original signed contract is maintained per existing document retention policies.

### Non-Standard Contracts

1. The Contract Owner contacts the Law Department for assistance with negotiating and reviewing the contract.
2. The Contract Owner determines whether the Finance Department and/or the Supply Chain Department are required to review and approve the contract before it is signed (see the Contract Approval Form for contract types and required approvals).
3. The Contract Owner notifies the Finance Department and/or Supply Chain Departments if required.
4. The Contract Owner, lawyer(s) and appropriate Finance Department and/or Supply Chain Department personnel negotiate and review the contract.
5. The Contract Owner completes and signs the Contract Approval Form.
6. If the Contract Owner does not have authority to sign the contract pursuant to the Delegation of Authority, a Contract Signer must also sign the Contract Approval Form.
7. The Contract Owner distributes the Contract Approval Form and final form of agreement to the lawyer and the finance personnel and/or supply chain personnel responsible for reviewing the contract, as required.
8. The lawyer, finance personnel and supply chain personnel responsible for reviewing the contract review and approve the contract, sign the Contract Approval Form and return the signed Contract Approval Form to the Contract Owner.
9. The Contract Owner (or Contract Signer) and the other party sign the contract.
10. The Contract Owner scans the Contract Approval Form and the contract into .pdf format and transmits both (as separate files) to the regional Law Department (contact the regional Law Department for specific procedure).
11. The original signed contract is maintained per existing document retention policies.

## **Instructions for use of Contract Approval Form**

Before any contract can be entered into on behalf of any American Water entity, this Contract Approval Form must be properly completed and signed by the persons described below. Once the contract is signed by all parties, a copy of the contract and this completed form must be scanned into .pdf format (as separate files) and sent to the Law Department for indexing. Consult with your regional Law Department with respect to filing/storage of the physical document and scanning procedures. The index will be used by the Finance Department to identify the contracts necessary to compile the company's financial statements and other disclosure obligations.

This form must be used for all contracts, amendments to existing contracts, and any "statements of work" or "change orders" that change the obligations of the parties to the contract. For example, a statement of work that describes the specific obligations of the parties that are referred to generally in the contract, but does not change the amounts or timing of any payments under the contract does not require a new Contract Approval Form and process. A statement of work that describes the specific obligations of the parties, but increases or for the first time specifies the amount of payments due under the contract, or changes the payment schedule from weekly to monthly would require a new Contract Approval Form and process.

All contracts must be reviewed and approved in accordance with the Delegation of Authority ("DOA") and the Code of Ethics. All contracts that are not pre-approved standard contracts must be reviewed by an attorney in the Law Department. All contract types marked "F" below must be reviewed by a member of the Finance Department. All contract types marked "F\$" must be reviewed by a member of the Finance Department if the total lifetime payments for the contract (item 10a below) exceeds \$100,000. All contract types marked "P" must be reviewed by a member of the Supply Chain Department.

The Law Department has created certain pre-approved standard contract forms with some terms left blank. If you are using one of these pre-approved standard contract forms and no changes are made to the form except for filling in the blanks, unless the total value of the contract exceeds \$100,000, Law Department review and approval is NOT required before the parties sign the contract. If you are not sure if the contract you are using is a pre-approved standard contract form, consult the Law Department. Standard contracts still need to be collected and sent to the Law Department. Consult the Law Department for specific transmittal procedures for standard contracts.

For purposes of American Water contract administration policies and practices, contract review requires the active participation of the Law, Finance or Supply Chain Department reviewer in establishing the terms of the contract relevant to their area of expertise. The level of involvement by a Law, Finance or Supply Chain Department reviewer, when applicable, is determined by Law, Finance and Supply Chain Department policies and practices. Only Law Department personnel are authorized to engage outside counsel to assist in the negotiation or review of a contract. Contract owners must contact the Law Department and Supply Chain Department (if Supply Chain Department review is required) before any negotiation of terms occurs to determine the extent to which those departments will be involved in the negotiation process and when that will occur. Failure to do this may result in a termination of contract negotiations. Contract owners should also contact the Finance Department early in the contracting process if the contract type requires Finance Department review and approval prior to signing the contract.

The contract owner (who is identified in item 3a) is responsible for obtaining all necessary reviews and approvals well before signing the contract. By signing the Contract Approval Form, the contract owner acknowledges that he or she: (1) has primary responsibility for negotiating and agreeing to the terms of the contract, and (2) has followed all American Water policies and practices (including the Code of Ethics) that apply regarding the subject matter of the contract. Unless otherwise indicated on the Contract Approval Form, the contract owner is responsible for managing the company's obligations under that contract. If the contract owner will not be responsible for managing the company's obligations under the contract after it is signed, the person who will have such responsibility must be named on the Contract Approval Form (see item 3b).

If the contract owner does not have authority under the DOA to sign the contract, the contract owner must obtain the approval of another employee in their business unit that has sufficient authority to sign the contract. This second employee is the "contract signer". By signing the Contract Approval Form, the contract signer

acknowledges that he or she is the proper party to approve and physically sign the contract pursuant to the DOA and all other American Water policies and practices regarding the subject matter of the contract.

The Law Department reviewer is the attorney responsible for providing advice and counsel to the contract owner regarding legal issues related to the contract. By signing the Contract Approval Form, the attorney acknowledges that he or she reviewed the contract in a manner consistent with Law Department policies and practices in that attorney's judgment. An attorney may use one Contract Approval Form to approve several standard contracts at the same time if the standard contracts comply with the Law Department's procedures established for standard contracts.

The Finance Department reviewer, if required, is responsible for providing financial advice to the contract owner and acting as an interface with the Finance Department, so that the Finance Department can take appropriate actions with respect to the completion of the contract. By signing the Contract Approval Form, the Finance Department reviewer acknowledges that he or she reviewed the contract and relayed any accounting or finance issues to the Finance Department or other required department in a manner consistent with Finance Department policies and practices.

The Supply Chain Department reviewer, if required, is responsible for confirming that the contract was negotiated and entered into in a manner consistent with Supply Chain Department policies and practices. By signing the Contract Approval Form, the Supply Chain Department employee acknowledges that he or she participated in the negotiation of the contract and that the contract was entered into in a manner consistent with Supply Chain Department policies and procedures.

**EXHIBIT A****CONTRACT TYPE DEFINITIONS**

The following is the list of contract types to be used on the Contract Approval Form, along with representative examples of the types of contracts that will fit under those types. The contract types are meant to be broad categories and the descriptions and lists that follow are meant to serve as guides. Designating a contract under an inappropriate specific contract type for the sole purpose of avoiding Finance or Supply Chain Department review is strictly prohibited. If in doubt as to which contract type to use, consult with your Law Department reviewer.

All non-standard contracts must be reviewed by an attorney in the Law Department (See Instructions).

Contract types marked with an "F" require the prior input and approval of the Finance Department.

Contract types marked with an "F\$" require the prior input and approval of the Finance Department if the total value exceeds \$100,000.

Contract types marked with a "P" require the prior input and approval of the Supply Chain Department.

See Instructions for a complete description of the approval process.

<b><u>Contract Type</u></b>	<b><u>Description</u></b>
Benefit/Pension Agreement (F)(P)	All contracts relating to employee benefits, such as 401(k) management, pension management, health insurance group contracts, union benefit/pension agreements
Billing/Shut-Off Agreement	Usage data, termination and customer billing agreements
Debt/Securities Agreement (F)	Agreements relating to the issuance of debt or securities by the company to non-affiliates, generally in a capital raising or refinancing transaction; includes related underwriting and placement agreements; does not include intercompany agreements
Confidentiality Agreement	Stand-alone non-disclosure or confidentiality agreements, such as related to an RFP or acquisition transaction
Construction Agreement (F\$)	New projects; includes prime contractor and subcontractor agreements; does not include main extension agreements or outsourced maintenance or repair provider contracts
Developer Service/Main Extension Agreement	All Developer Service or Main Extension Agreements
Easement Agreement (F\$)	All Easement Agreements
Employment Agreement (F)	Individual employment agreements, termination agreements and severance agreements; does not include union/collective bargaining or pension/benefit agreements

<b><u>Contract Type</u></b>	<b><u>Description</u></b>
Environmental Agreement (F)	Agreements with governmental authorities; does not include agreements to provide remediation services, testing, consulting or professional service agreements
Financial Agreement (F)	Agreements dealing with the company's internal financing, such as intercompany loan or capital contribution arrangements, agreements to purchase or sell securities held for investment; does not include variable interest investments (FIN 46) or joint ventures
Fire Protection Agreement	All Fire Protection Agreements
Franchise Agreement (F)	Agreement or municipal ordinance under which the company receives the right or consent of a particular town or city to provide water or wastewater service to customers located in the town or city (or a part thereof)
Joint Venture Agreement (F)	Variable interest investments (FIN 46), non-consolidated investments
Labor Agreement	Union/collective bargaining contracts and related agreements; arbitration agreements/settlements; does not include union benefit/pension agreements
Lease Agreement (F\$(P)	Real estate and equipment leases, including capital leases; includes agreements where the company is either lessor/landlord or lessee/tenant
License Agreement (P)	Software and other intellectual property agreements; does not include "shrink-wrap" software licenses or licenses to software incidental to other equipment
Merger/Acquisition/Disposition Agreement (F)	Purchase or sale of businesses, including water or wastewater system assets in the aggregate, and related agreements (letters of intent, bills of sale, assignment and assumption agreements, etc.)
Miscellaneous Agreement (F)	To be used very sparingly and only if no other category is relevant
Operating Agreement (F)	O&M, Design-Build-Operate and other agreements to operate systems owned by others; does not include subcontracts with third parties to provide services to the company
Purchase/Sale Agreement (F\$(P)	Individual purchase or sale of a specific asset not related to a joint venture or merger/acquisition/disposition, such as real estate or a single piece of equipment
Rate Agreement/Stipulation	All contracts dealing with rate issues, e.g. rate orders, stipulations, rate case consultants, etc.

<u>Contract Type</u>	<u>Description</u>
Services Agreement (F\$) (P) only if company is receiving the services	Includes agreements where the company is providing specialized services to customers and agreements where the company is engaging outside consulting firms or individuals, such as law firms, architects, etc., or purchasing services such as maintenance, outsourced construction/repair, janitorial, printing, travel, etc.; does not include such agreements relating to rate cases
Settlement Agreement (F)	Settlement of legal claims, including releases and court orders; does not include settlements involving rate cases
Supply Agreement (P)	Supply agreements negotiated by Supply Chain Department
Water Supply/Wastewater Agreement (F)	Bulk purchase or sale, sale for resale and wholesale agreements; wastewater treatment agreements

TO: INSERT

**Agreement to Supply  
Potable Water Treatment Chemicals  
For 2008**

THIS AGREEMENT is dated as of the 1st day of January in the year 2008 by and between:

**American Water Works Service Company, Inc.  
1025 Laurel Oak Road  
P.O. Box 1770  
Voorhees, NJ 08043**

(hereinafter called Services)

and

**Lucier Chemical Industries Ltd., dba LCI, Ltd.**

**P. O. Box 49000**

**Jacksonville Beach, FL 32240-9000**

(hereinafter called Chemical Supplier)

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## Agreement to Supply Potable Water Treatment Chemicals – 2008 Recitals

- A. Services desires to purchase from time to time certain Chemicals to be used in water treatment by certain of its affiliates (Users); and
- B. Chemical Supplier agrees to provide certain chemicals set forth in Exhibit A (Chemicals) to the Users in accordance with the terms of this Agreement.

NOW, THEREFORE, Services and Chemical Supplier, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. PURCHASE TERMS

- 1.1 Chemical Supplier shall supply and deliver each chemical specified in the purchase order supplied by the User locations at the prices set forth in Exhibit A or as otherwise agreed upon in an amended Exhibit A, and in such quantities as Services may from time to time specify on such purchase orders. The quantities set forth are estimates only, and Services reserves to the right to order more or less than such quantities.
- 1.2 The Chemicals provided and delivery thereof shall comply with applicable User's requirements and specifications contained in this Agreement, including but not limited to User's delivery requirements.
- 1.3 The term of this Agreement is from XX/XX/20XX until XX/XX/20XX. Exhibit A, which is attached hereto and incorporated into this Agreement in its entirety, contains the prices of all Chemicals, as well as the period(s) of time in which the prices for such Chemicals will be valid. Any price changes will be incorporated into this Agreement in accordance with Section 10.13 of this Agreement.
- 1.4 Chemical Supplier represents and warrants that prices agreed upon shall be complete, and no additional charges of any type shall be added without Services' express written consent. All prices include, but are not limited to, charges for shipping, delivery, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating. Chemical Supplier will not charge Services or User for any demurrage fees or cylinder deposits.
- 1.5 The terms contained in this Agreement (a) are the sole and exclusive terms governing the purchase, sale and delivery of the Chemicals, and (b) supersede any prior terms, representations and warranties relating to the purchase, sale and delivery of the Chemicals. Services and Chemical Supplier acknowledge and agree that it is essential to this Agreement that only the terms contained herein govern the purchase, sale and delivery of the Chemicals, to the exclusion of any different or additional terms contained in any forms or documents sent by either party to the other or that accompany shipment. If Chemical Supplier includes or attaches any different or additional terms in Chemical

**Agreement to Supply Potable Water Treatment Chemicals**

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Supplier's purported acceptance, commences performance, or tenders the Chemicals, only the terms and conditions as stated herein, without inclusion of any different or additional terms and conditions, shall govern the purchase, sale and delivery of the Chemicals.

- 1.6 All Chemicals furnished must strictly conform to the Contract Documents and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of Services. In the event no quality is specified, the Chemicals must be at least equal to American Water Works Association (AWWA) standards. Services shall have the right at all times during the term of this Agreement to conduct such tests and inspections as it deems necessary to assure Chemical Supplier's compliance with this Agreement. Chemical Supplier will supply to Services, as requested by Services, data, specifications, test results, quality documentation, schedules, and other documents and information relating to the Chemicals and this Agreement.

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**ARTICLE 2. CHEMICAL SUPPLIER'S REPRESENTATIONS AND AGREEMENTS RELATING TO THE CHEMICALS**

In order to induce Services to enter into this Agreement, Chemical Supplier makes the following representations and agreements:

- 2.1 Chemical Supplier has familiarized itself with the nature and extent of the Contract Documents, site locality, all local conditions and all laws and regulations that in any manner may affect cost, progress, performance or furnishing and delivering of the Chemicals.
- 2.2 Chemical Supplier will provide an affidavit of compliance with National Sanitation Foundation (NSF) chemical certification (or equivalent) to Services upon request, as well as a "letter of guaranteed supply" by the manufacturer of the Chemicals, that will confirm that Chemical Supplier has committed sufficient quantities of Chemicals to cover Services' annual requirement as set forth in Exhibit A. Polymer suppliers must also complete the Polymer Certification Form in Exhibit B, which is attached hereto and incorporated into this Agreement in its entirety.
- 2.3 When Chemicals purchased hereunder are to be manufactured or produced outside the United States or its territories, Chemical Supplier shall furnish at Services' request documents stating the foreign manufacturers' or producers' names and addresses, and containing written assurances of compliance with U.S.A. standards.
- 2.4 Chemical Supplier has supplied a "product specification sheet", which is attached hereto as Schedule 1 and is incorporated by reference herein, that lists the chemical purity, maximum concentrations of impurities, as well as the chemical properties and physical properties of each Chemical that is to be provided hereunder. During the term of the Agreement, no deviation from that product specification sheet will be permitted, and, upon request, Chemical Supplier will provide Services with periodic quality control reports detailing Chemical quality.

**Agreement to Supply Potable Water Treatment Chemicals**

- 2.5 Chemical Supplier shall furnish to Services a load-specific "Certificate of Analysis" of each Chemical. Chemical Supplier must either fax a copy of the "Certificate of Analysis" to each specific User prior to delivery of the Chemicals or provide User with the "Certificate of Analysis" at each delivery. No Chemical deliveries will be accepted without a "Certificate of Analysis."
- 2.6 The cost of supplying and testing of corrosion coupons for field-testing of corrosion rates of Chemicals used for corrosion control purposes shall be included in the Chemical prices as outlined in Exhibit A.
- 2.7 Chemical Supplier shall provide the technological data required for regulatory compliance as defined by OSHA Hazard Communications Standard, 29 CFR 1910.1200; Toxic Substances Control Act Regulations, 40 CFR 710; CERCLA and SARA regulations, 40 CFR 355, 370, 372, 1990 Clean Air Act Amendments, Title III Hazardous Air Pollutants Section 112 (r) Prevention of Accidental Releases, and Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986.

**ARTICLE 3. RESPONSIBILITIES OF SERVICES AND USERS**

- 3.1 A User shall notify Chemical Supplier at least three (3) days in advance of required deliveries unless otherwise agreed upon in writing.
- 3.2 A User shall provide access to the appropriate locations to permit Chemical Supplier to make deliveries in accordance with the terms of this Agreement.
- 3.3 Services reserves the right of each User to test any delivery prior to unloading. The chemical truck driver is required to obtain a representative sample of Chemicals from the delivery vessel(s) prior to unloading. The delivered Chemical will be checked by the User for clarity, purity, specific gravity, and exact type of Chemical being received. Authorization to unload the Chemical shall be contingent upon this testing.
- 3.4 Services, or any User on Services' behalf, reserves the right to refuse any and all shipments if the Chemicals are not properly identified, packaged, labeled, or accompanied by the proper certificate of analysis or weight tickets, or if the Chemicals do not meet specifications.
- 3.5 If at any time in the opinion of Services or any User, the delivery is not properly lighted, barricaded and safe with respect to public travel, persons on or about the work site or public or private property, Services or such User shall have the right to order such safeguards, and the cost of implementing such safeguards shall be borne by Chemical Supplier.

**ARTICLE 4. AGREEMENTS OF CHEMICAL SUPPLIER RELATING TO DELIVERIES**

- 4.1 Chemical Supplier shall not delegate or assign any obligation hereunder to any third party without the prior written consent of Services. If Services consents to the use of a third party in fulfillment of this Agreement, all sections application to Chemical Supplier are

**Agreement to Supply Potable Water Treatment Chemicals**

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applicable to the third party, and Chemical Supplier shall be responsible for the performance of such third party and shall indemnify and hold harmless Services and User from any loss, liability or damages related to this Agreement.

- 4.2 All transportation and delivery charges shall be borne by Chemical Supplier. Risk of loss of any Chemical shall not pass to Services until it is actually delivered, accepted, and secured in a User's storage facility in accordance with the terms hereof.
- 4.3 Chemical Supplier shall provide bulk liquid Chemical deliveries in transport vessels dedicated solely to the Chemical delivered and which have all appropriate licenses, permits and authorizations permitting such vessels to be used in the transport of such Chemicals in compliance with applicable environmental and transportation laws and regulations and in accordance with all additional delivery requirements contained in this Agreement. When dedicated Chemical transport vessels are not possible, the applicable User must be notified prior to delivery, and certified vessel cleaning certificates must be provided at the time of delivery. User may inspect the vehicle and/or tank car for anything unusual, such as broken seals and valves. Users may refuse the Chemical shipment if irregularities are identified.
- 4.4 Chemical Supplier shall furnish all necessary equipment to transfer from Chemical Supplier's delivery vehicles into the User's bulk storage vessels or onto the User's properties. Equipment shall include, but not be limited to, short bed delivery vehicles with tailgate lifts for unloading cylinders; dollies/hand trucks; chemical transfer hoses; and all miscellaneous fittings and connections necessary to permit the safe transfer of Chemicals to a User's facility. Chemical Supplier's transfer systems shall be so designed as to minimize the abrasion and loss of Chemicals during and after delivery. Chemical Supplier will ensure that the transfer system will be free of contaminants prior to delivery to User.
- 4.5 Chemical Supplier shall provide at least 24 hours' notice to the applicable User prior to delivery of any Chemicals, unless other arrangements are made with User and confirmed in writing. Chemical Supplier will specify the time and date of each delivery. Deliveries not in compliance with the agreed upon date and time may be refused by the User. Chemical Supplier shall also provide the following information to User via facsimile or email at least 24 hours prior to delivery of any Chemicals:

- Copy of Chemical Supplier delivery person's current driver's license;
- Chemical Supplier delivery vehicle's license plate number;
- Type and quantity of Chemical to be delivered; and
- Seal numbers (if applicable).

Upon arrival of the delivery vehicle, Users will verify the above information. Prior to acceptance of any delivery, the Chemical will be verified by User utilizing industry-accepted (such as AWWA) field tests. Deliveries with missing or inconsistent paperwork will be refused by User.

**Agreement to Supply Potable Water Treatment Chemicals**

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- 4.6 Chemical Supplier will make deliveries to the applicable User in strict compliance with Chemical Supplier's as well as all of the specific User's Chemical delivery policies and procedures. Deliveries not completed on a timely basis may result in termination of this Agreement. Should Chemical Supplier desire to make deliveries other than during User's normal business hours, Chemical Supplier shall make delivery arrangements satisfactory to the applicable User. Each such User may decline requests for such deliveries in its sole discretion.
- 4.7 Chemical Supplier agrees that it will be responsible for the repair of any damage to property caused by Chemical Supplier in delivering the Chemicals, whether to Services' or User's property or the property of third parties, and that any and all repairs to the property of Services, User, or any third party will be made at no cost to Services, User, or that third party.
- 4.8 Chemical Supplier will comply and, if it uses third party haulers or transportation companies, cause such haulers and transporters to comply, with all container and transportation requirements of the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et. seq. and its regulations at 49 C.F.R. §§ 106-107 and 171-179.
- 4.9 Chemical Supplier will ensure that bulk deliveries of Chemicals are accompanied by a certified weight ticket, which will serve as the basis for payment when applicable.
- 4.10 Chemical Supplier will furnish all labels on the Chemical containers in compliance with the Hazardous Materials Transportation Act and the hazard communication provisions of the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq. ("OSHA"), including furnishing all complete and accurate Material Safety Data Sheets ("MSDS's") for all Chemicals to be provided hereunder.
- 4.11 Chemical Supplier shall comply with all federal, state, and local transportation regulations that apply to the shipment of "hazardous materials," as defined or regulated by the Hazardous Materials Transportation Act, onto Services' or Users' properties.
- 4.12 Chemical Supplier shall pay for the clean-up and disposal of any spills and/or leaks during Chemical deliveries caused by Chemical Supplier, at no charge to Services or any User. Chemical Supplier shall clean-up and dispose of contamination resulting from any such leaks or spills at its sole cost and expense and in compliance with all federal, state and local environmental and transportation laws and regulations, and in a manner which restores the property to its condition prior to such leaks or spills. Furthermore, Chemical Supplier must obtain any local, state, or federal permits and/or approvals required for the disposal of any wastes generated during Chemical deliveries.
- 4.13 Chemical Supplier will provide for the removal of empty containers, drums, and cylinders, including those that contain residual materials or that have contained a hazardous material or hazardous material mixtures. Neither Services nor any User will be responsible for rinsing any used drums or containers. Chemical Supplier must collect

**Agreement to Supply Potable Water Treatment Chemicals**

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all empty cylinders, drums and pallets on a regular basis at no charge to Services or any User.

- 4.14 Chemical Supplier shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, employees, materials, equipment and property. During deliveries of Chemicals, Chemical Supplier will ensure that personal protective equipment shall be worn in accordance with its safety program as well as in accordance with the guidance provided on the Chemical's MSDS.
- 4.15 Services or any User may delay delivery or acceptance of any Chemicals occasioned by causes beyond its control. Chemical Supplier shall hold such Chemicals at the direction of Services and such User and shall deliver them when the cause affecting the delay has been removed. Services shall be responsible only for Chemical Supplier's direct additional transportation costs in returning the Chemicals to Chemical Supplier's facilities. Causes beyond Services' or any User's control shall include but not be limited to, acts of God or the public enemy, acts of terror or war, fire, flood, strike or other labor dispute directly affecting the obligations of the parties hereunder, civil disturbance, or omission by public authority or authorities having proper jurisdiction.

**ARTICLE 5. HAZARDOUS CHEMICALS**

- 5.1 In accordance with the intent of the Federal Occupational Safety and Health Administration, Standard Section 29 CFR 1910.1200, Hazard Communication with the effective date of May 25, 1986, Services hereby notifies Chemical Supplier that work is to be performed on company property where Chemical Supplier's (or its subcontractor's) employees may be exposed to hazardous materials existing on the premises. Chemical Supplier shall inform its employees and subcontractors of such conditions and ensure that they are adequately informed about the potential hazards of exposure to such Chemicals and are adequately trained to take appropriate precautions to protect against any harm or potential harm from exposure to such materials.
- 5.2 Hazardous chemicals known to be used or stored by the applicable Users are listed on Exhibit C, which is attached hereto and incorporated into this Agreement in its entirety.
- 5.3 Chemical Supplier represents and warrants that each chemical substance constituting or contained in the Chemicals sold or otherwise transferred to User hereunder is on the list of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substance Control Act, as amended. Chemical Supplier further represents and warrants that it has delivered, or at the time the first delivery of the materials is made to User Chemical Supplier agrees to deliver, to User any MSDS required to be provided to User pursuant to the applicable OSHA hazard communication standards contained in 29 CFR Chapter XVII, Part 1910.1200, as the same may be amended or supplemented from time to time.

## Agreement to Supply Potable Water Treatment Chemicals

**ARTICLE 6. TAXES**

- 6.1 Services will provide Chemical Supplier with either a direct pay permit for sales tax, an affidavit of sales tax exemption, or an affidavit that the water treatment Chemicals are exempt from sales tax.

**ARTICLE 7. PAYMENT PROCEDURES**

- 7.1 Chemical Supplier shall invoice Services when the Chemicals have been delivered. Chemical Supplier will include a lien waiver with each invoice. Each invoice shall include the following information 1) User name and specific location of delivery, 2) Chemical description and type of delivery, and 3) concentration and amount of delivery. Services shall not be responsible for payment on account of any refused shipment.
- 7.2 All invoices must be mailed directly to the American Water Shared Services Center for payment processing. Chemical Supplier must invoice the appropriate Users via U.S. mail in accordance with the table below:

<b>Billing PO Boxes</b>	
All invoices should be sent to the following address using the appropriate PO Box:	American Water
	PO Box "Use Box # Below"
	Cherry Hill, NJ 08034
PURCHASER	PO BOX #
American Water Service Company - (Hershey, Alton, Belleville, Pensacola, AM Water Corp.)	5614
Arizona American Water	5613
California American Water	5623
Elizabethtown Water *	5615
Hawaii American Water	5622
Illinois American Water	5626
Indiana American Water	5621
Iowa American Water	5624
Kentucky American Water	5610
Long Island American Water	5611
Maryland American Water	5612
Michigan American Water	5601
Missouri American Water	5605
New Jersey American Water	5602
New Mexico American Water	5604
Ohio American Water	5603
Pennsylvania American Water	5606
Tennessee American Water	5608
Texas American Water	5607
Virginia American Water	5625
West Virginia American Water	5609
AWE	1590

**Agreement to Supply Potable Water Treatment Chemicals**

Payments shall be remitted to:

**LCI, Ltd., P. O. Box 49000, Jacksonville Beach, FL 32240-9000**

- 7.3 If a User disputes any invoice or a portion thereof, User shall not pay the disputed portion of such invoice until the parties have resolved such dispute in accordance with the dispute resolution process delineated in Section 10.16 of this Agreement. The undisputed portion of any invoice shall be paid as set forth herein.
- 7.4 If any undisputed fees remain unpaid sixty (60) calendar days after User's receipt of an invoice, Chemical Supplier will notify User in writing of the late payments and, in Chemical Supplier's discretion, the dispute resolution procedures delineated in Section 10.16 shall begin to resolve payment of such fees. If such matter remains unresolved following completion of the dispute resolution process delineated in Section 10.16, then the parties may resolve such dispute through litigation, the losing party bearing all costs of such litigation. All claims for money due or to become due from User shall be subject to deduction or set off by User by reason of this or any other transaction with Chemical Supplier or any User.

**ARTICLE 8. INSURANCE**

- (a) At no expense to Services or User, Chemical Supplier shall (1) obtain and keep in force during the term of this Agreement, and any renewals or extensions hereof, and (2) require its subcontractors to obtain and keep in force during the terms of their respective contracts, the following minimum insurance limits and coverage. The insurance coverage limits stated below are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Service's acceptance of the responsibility of Chemical Supplier.

1. Commercial General liability:

- \$1,000,000 per occurrence Combined Single Limits
- \$1,000,000 General Aggregate
- \$1,000,000 Products and Completed Operations Aggregate
- CGL ISO 1996 or later Occurrence form including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent contractors, Personal Injury Coverage and Blanket Contractual Liability, and Contractors Protective Liability if the Contractor subcontracts to another all or any portion of the Work. Completed Operations shall be maintained for a period of three (3) years following Final Completion for any construction, renovation, repair and or maintenance service.

2. Workers' Compensation

- Applicable Federal or State Requirements: Statutory Minimum
- Employer's Liability
- Each Accident \$1,000,000

**Agreement to Supply Potable Water Treatment Chemicals**

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- Each Employee – Disease           \$1,000,000
  - Voluntary workers compensation insurance coverage all employees not subject to applicable workers compensation act or acts
3. Automotive Liability (including owned, hired, borrowed and non-ownership liability)
- Bodily Injury and Property Damage \$1,000,000 each occurrence Combined Single Limits
4. Pollution Liability
- Bodily Injury and Property Damage \$5,000,000 each occurrence Combined Single Limits
5. Umbrella Liability
- \$4,000,000 each occurrence and annual aggregate in excess of Employer's Liability,
  - General Liability and Automotive Liability (no more restrictive than underlying insurance)
6. Chemical Supplier will maintain in full force and effect public liability insurance in the amount required by 49 CFR - Part 387.9 Subpart A (see minimum levels of Financial Responsibility for Motor Carrier of Property—DOT). A copy of the Auto Liability Policy's Form MCS-90 shall be submitted with Chemical Supplier's certificate of insurance.
- (b) The minimum liability limits required may be satisfied through the combination of the primary General Liability, Employers' Liability, and Automotive Liability limits with an Umbrella Liability policy (with coverage no more restrictive than the underlying insurance) providing excess limits at least equal to or greater than the combined primary limits.
- All Commercial General Liability including completed operations-products liability coverage and Automotive liability insurance shall designate Services, its parent, affiliates and subsidiaries, its directors, officers and employees as an Additional Insured. All such insurance should be primary and non-contributory, and is required to respond and pay prior to any other insurance or self-insurance available to Services. In addition to the liability limits available, such insurance will pay on behalf or will indemnify Services for defense costs. Any other coverage available to Services applies on a contingent and excess basis. Such insurance shall include appropriate clauses pursuant to which the insurance companies shall waive its rights of subrogation against Services.
- (c) Chemical Supplier and any of its subcontractors shall furnish, prior to the start of work, certificates or adequate proof of the foregoing insurance including, if specifically requested by Services, copies of the endorsements and insurance policies naming Services as an Additional Insured. Current certificates of insurance shall be provided prior to the commencement of work and shall be maintained until completion of the Agreement. Chemical Supplier shall notify in writing, at least thirty (30) days prior to cancellation, of or a material change in a policy.

**Agreement to Supply Potable Water Treatment Chemicals**

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- (d) Certificate holder is included as an additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder. Excess policy follows form for Employers Liability, General Liability and Auto Liability Policies without exception and shall be indicated as such with an endorsement from the insurer. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers' Compensation policies.
- (e) Carriers providing coverage will be rated by A.M. Best with at least an A-rating and a financial size category of at least Class VII. Such cancellation or material alteration shall not relieve Contractor of its continuing obligation to maintain insurance coverage in accordance with this contract. Carriers shall be licensed in state(s) where work shall be performed.
- (f) If Chemical Supplier shall fail to procure and maintain said insurance, Services, upon written notice, may, but shall not be required to, procure and maintain same, but at the expense of Chemical Supplier. In the alternative, Services may declare a default hereunder and, unless such default is timely cured, terminate the Agreement. Unless and until the default is cured, neither Chemical Supplier nor its servants, employees, or agents will be allowed to enter upon the Service's premises.

**ARTICLE 9. CONTRACT DOCUMENTS**

The "Contract Documents" which comprise the entire Agreement between Services and Chemical Supplier concerning the Chemicals consist of:

- 9.1 This Agreement
- 9.2 Exhibit A -- Pricing
- 9.2 Exhibit B -- Polymer Certification (attached)
- 9.3 Exhibit C -- Hazardous Chemicals (attached)
- 9.4 Schedule 1 -- Product Specification Sheets

**ARTICLE 10. GENERAL****10.1 Indemnity**

Chemical Supplier agrees to indemnify, defend, and hold harmless Services and each User, together with their respective directors, officers, employees and agents, from and against any and all claims, demands, losses, damages, actions, or liability of any kind, including attorneys' fees, arising out of or related to (i) the Chemicals provided under this Agreement or (ii) any breach of any representation or warranty or any other obligation of Chemical Supplier set forth in this Agreement by Chemical Supplier. Services or User shall (i) notify Chemical Supplier in writing about the raised claim in a timely manner; and (ii) authorize Chemical Supplier to lead and settle the legal proceedings (provided that no such settlement shall include an admission of liability or guilt by Services or User without Services' prior written consent) at Chemical Supplier's own cost, with Services

**Agreement to Supply Potable Water Treatment Chemicals**

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and/or User providing reasonable cooperation and support as requested by Chemical Supplier.

**10.2 Confidentiality**

Chemical Supplier, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from Services or any User or created by Chemical Supplier in connection with the performance of this Agreement shall be the property of Services or User and shall be preserved in strictest confidence by Chemical Supplier and shall not be used or disclosed by Chemical Supplier to third persons except to the extent that such use or disclosure is necessary for the proper performance of this Agreement. If disclosure to third persons is necessary, Chemical Supplier shall ensure that such third persons hold such information in strictest confidence.

**10.3 Patents**

By accepting this Agreement, Chemical Supplier agrees to defend, protect and save harmless Services and each User, and their successors and assigns, from and against any and all liability, damages, loss and expense (including reasonable attorney's fees) by reason of any claim, demand, action or litigation arising out of any alleged or actual, direct or contributory, infringement of any United States or foreign patent arising out of the purchase, sale or use of the Chemicals. Chemical Supplier agrees to notify Services of any potential illegalities connected with the Chemicals. Services and User agree to notify Chemical Supplier promptly of any such claim of which Services or User become aware and to provide Chemical Supplier all reasonable information and assistance (at Chemical Supplier's expense) as may become necessary for defense of the claim. Chemical Supplier shall pay all damages and costs, if any, which may be awarded therein. In case the claim regards the use of the Chemicals, Chemical Supplier shall at its own expense and at its option, either procure for Services and User the right to continue using said Chemicals, or replace same with a non-infringing equivalent, or remove same at Chemical Supplier's sole cost and expense, and refund the purchase price and all transportation, and other charges, duties or fees paid by Services and User in connection with the purchase thereof.

**10.4 Compliance with Laws**

Chemical Supplier shall, in its performance of this Agreement, procure all necessary permits, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including but not limited to the Fair Labor Standards Act of 1938, as amended, Walsh-Healy Act, Robinson-Patman Act, applicable State Workers' Compensation laws, state and federal Occupational Safety and Health Acts, and all rules and regulations passed pursuant thereto, which are incorporated herein by this reference. Chemical Supplier agrees to be subject to all applicable contract clauses required by federal, state or local law, rule or regulation to be included in this Agreement.

**Agreement to Supply Potable Water Treatment Chemicals**

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**10.5 Assignments**

No assignment by Chemical Supplier of any rights under or interests in the Agreement will be binding on Services or any User without the written consent of Services; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement documents.

**10.6 Successor and Assigns**

Services and Chemical Supplier each binds itself, its partners, successors, assignees and legal representatives to the other party hereto, its partners successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**10.7 THIS SECTION INTENTIONALLY LEFT BLANK.****10.8 Termination**

This Agreement may be terminated by Services fifteen (15) calendar days from the date of written notice for the sole convenience of Services or at any time with written notice if Chemical Supplier fails to comply with the terms of the Contract Documents. If so terminated, Services shall pay Chemical Supplier all undisputed amounts due Chemical Supplier for all Chemicals delivered up to the date of Chemical Supplier's receipt of notice of termination.

**10.9 Rights and Benefits**

Chemical Supplier's obligations hereunder will be performed solely for the benefit of Services and Users and not for the benefit of any other persons or entities.

**10.10 Time of Completion**

Time is of the essence in the performance of Chemical Supplier's obligations described in this Agreement. At the outset of any delay from any cause, Chemical Supplier shall immediately notify Services in writing of the delay or anticipated delay and shall undertake to shorten the delay by all reasonable means. Chemical Supplier shall be solely responsible for the cost of overcoming delays unless such delays are caused by Services or any User.

**10.11 Governing Law; Severability**

10.11.1 This Agreement shall be governed by the Uniform Commercial Code provisions applicable to transactions in goods. This Agreement shall be governed and construed in

**Agreement to Supply Potable Water Treatment Chemicals**

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accordance with the laws of the State of New Jersey, without reference to or application of conflict of laws, rules, or principles.

10.11.2 If any one or more of the provisions contained within this Agreement is deemed invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the provision of the Agreement will be enforced to the maximum extent permissible and the remainder of the provisions of this Agreement will remain in full force and effect. Chemical Supplier and Services or User mutually agree to substitute any invalid, illegal or unenforceable provision of this Agreement with a valid, legal, or enforceable provision which comes as close as possible to the reasonably inferred intent of the invalid, illegal, or unenforceable provision.

**10.12 Survival**

Chemical Supplier's agreements set forth herein shall survive the termination of this Agreement.

**10.13 Entire Agreement**

This Agreement constitutes the entire understanding and agreement between Chemical Supplier and Services relating to the subject matter herein, and except as expressly set forth herein, supersedes any and all prior or contemporaneous agreements or understandings, whether oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.

**10.14 Waiver**

Services' or Users' failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Services' or Users' waiver of any breach hereunder shall not thereafter waive any other terms, conditions, privileges, whether of the same or similar type.

**10.15 Notices**

All notices required or permitted under this Agreement from one party to another under or in connection with this Agreement shall be in writing (or shall be made by a telecommunications device capable of creating a written record), and shall be delivered to Services and Chemical Supplier at their contact addresses specified below. Notices shall be deemed received at the time they are actually received by the receiving party. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section 10.15.

The respective addresses for giving notices hereunder are as follows:

A. **LCI, Ltd.**

Agreement to Supply Potable Water Treatment Chemicals

**Betty Kendall-Jones, V.P.**  
**P. O. Box 49000**  
**Jacksonville Beach, FL 32240-9000**

**B. To Services:**  
**Gerald J. Coyne**  
**Senior Buyer**  
**American Water**  
**1025 Laurel Oak Road**  
**Voorhees, New Jersey 08043**

**10.16 Dispute Resolution.**

10.16.1 The intent of the parties is to identify and resolve disputes promptly after any dispute arises. Before attempting to exercise any legal or equitable remedy, each party agrees to follow the dispute resolution procedure described below. Except as provided otherwise elsewhere in this Agreement, if either party determines that following the procedure described below in this Section 10.16 could potentially be harmful or damaging to their respective businesses or third-party suppliers, that party may elect to forego the dispute resolution process and pursue injunctive relief.

10.16.2 Escalation of Dispute. If there is a dispute between the parties arising out of this Agreement, each party agrees to engage in good faith negotiations between progressively more senior representatives of each party, as follows.

<i>Level</i>	<i>Representatives of the Parties</i>	<i>Maximum Duration of Negotiations Prior to Escalation to Next Level</i>
One	<b>Services:</b> Chemical Buyer	5 business days
Two	<b>Chemical Supplier: ????</b> <b>Services:</b> Director of Supply Chain Department	5 business days
Three	<b>Chemical Supplier: ????</b> <b>Services:</b> COO or American Water's designee	7 business days

**Chemical Supplier: ????**

Either party may at any time change its representative party designated above by providing written notice to the other party.

**Agreement to Supply Potable Water Treatment Chemicals**

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If such matter remains unresolved following the negotiations and the expiration of the periods specified above in this Section 10.16.2, each party may immediately exercise or pursue any other rights or remedies available hereunder or at law or in equity, and it is acknowledged by the parties that nothing herein shall preclude, limit, or otherwise restrict any legal or equitable remedies available to either party for failure of the other party to perform its obligations under this Agreement.

**10.17 Use of Logo**

Chemical Supplier shall not, without Services' express written permission, (i) use Services' name, nor any trade name, logo, trademark, or service mark, whether registered or not, or the name, assumed business name, trade name, logo, trademark, or service mark, whether registered or not, of any User, in connection with publicity, advertisements, promotion or in any other connection, or (ii) identify Services or Users in any manner on customer or vendor lists or on a web site (or on any third party web site) or in any web site metatags; or (iii) disclose to any third party the existence of this Agreement or the monetary value of any Chemicals purchased hereunder. Chemical Supplier shall indemnify Services for reasonable costs and expenses incurred in connection with enforcing the provisions of this Section 10.17. All of the restrictions and obligations set forth in this Section 10.17 shall survive any termination of this Agreement.

**10.18 EEOC**

Chemical Supplier specifically warrants and guarantees to Services:

- (a) that it agrees to comply with Executive Order 11246 and abide by the provisions of the "Equal Opportunity Clause" at 41 CFR § 60-1.4, which is incorporated herein by reference, unless exempt pursuant to 41 CFR § 60-1.5;
- (b) that it agrees to comply with the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, Executive Order 11701 (Employment of Veterans by Federal Agencies and Government Contractors and Subcontractors), and the provisions of the "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause" at 41 CFR §60-250.5, which is incorporated herein by reference, unless exempt pursuant to 41 CFR §60-250.4.
- (c) that it agrees to comply with the Rehabilitation Act of 1973, Executive Order 11758 (Authority Under Rehabilitation Act of 1973), and the provisions of the "Affirmative Action for Workers With Disabilities Clause" at 41 CFR 60-741.5, which is incorporated herein by reference, unless exempt pursuant to 41 CFR §60-741.4;
- (d) that it agrees to comply with Executive Order 13201 (Notice of Employee Rights Concerning Payment of Union Dues or Fees) and abide by the provisions of the clause at 29 CFR § 470.2, which is incorporated herein by reference, unless exempt pursuant to 29 CFR §§ 470.3-.4;

**Agreement to Supply Potable Water Treatment Chemicals**

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(e) that it agrees to comply, where applicable, with the policies set forth in Executive Order 11625 (National Program for Minority Business Enterprises) and Executive Order 12138 (National Program for Women's Business Enterprise), the Small Business Act, 15 U.S.C. § 631, *et seq.*, and with the "Utilization of Small Business Concerns" and "Small Business Subcontracting Plan" clauses at 48 CFR § 52.219-8 and 9, respecting subcontracting with small disadvantaged, female-owned, veteran-owned, service-disabled veteran-owned, HUBZone, and other small businesses.

**10.19. Standards of Personnel**

10.19.1 Chemical Supplier acknowledges that the Federal Government has declared public- water systems, including Services', to be critical infrastructure essential to the continued operation of the government and the nation.

10.19.2 Chemical Supplier acknowledges that Services' water and wastewater operations are governed by numerous federal and state statutes and regulations, and subject to regulation by numerous federal and state agencies.

10.19.3 Chemical Supplier acknowledges that, among other things, Services provides retail water and wastewater service to the public, as authorized and regulated by public utility commissions, so that Services has a public-service obligation to provide safe and affordable water and wastewater service to the public.

10.19.4 Chemical Supplier will conduct, or will have conducted, a background check on each of its employees or individual subcontractors before the employee or subcontractor performs any function or activity under this Agreement that involves access to Services' confidential information or on-site work at any of Services' or Users' facilities. The background check conducted by Chemical Supplier will include at least the following:

- Previous employers and dates of employment;
- Education;
- Professional License verification;
- Military Service Verification;
- Driving record;
- Criminal history (state and federal);
- References;
- Credit history or social security number trace; and
- Personal history to the extent permitted by applicable laws and regulation.

10.19.5 Chemical Supplier's review of this information will endeavor to:

- authenticate the identity of the individual;
- insure that data is consistent with an individuals stated history and current status;
- uncover any discrepancies;
- reveal any criminal history; and
- uncover any other pertinent information tending to establish that the individual may represent a security risk to Services' personnel, facilities, or Services' responsibility for the public safety and the providing of safe and adequate utility services to its customers.

**Agreement to Supply Potable Water Treatment Chemicals**

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- 10.19.6 Before delivering any Chemicals hereunder, Chemical Supplier will provide proof to Services that the requirements of this section have been met. Upon request, Chemical Supplier will make available for Services' review, the documentation and results of the background check with respect to any employee of Chemical Supplier performing deliveries of Chemicals under this Agreement. Services will not retain such records or documentation and any findings from its review will be confidential.

**ARTICLE 11. REPRESENTATIONS AND WARRANTIES**

- 11.1 Chemical Supplier represents and warrants to Services that all Chemicals will be in accordance with Services' specifications and requirements. Chemical Supplier represents and warrants that all Chemicals will conform to any statements made on the containers or labels or advertisements for such Chemicals, and that any Chemicals will be adequately contained, packaged, marked, and labeled. Chemical Supplier represents and warrants that all Chemicals furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which Chemicals of that kind are normally used. Chemical Supplier knows that such Chemicals will be used in potable water treatment and represents and warrants that such Chemicals will be fit for such purpose. Chemical Supplier represents and warrants that Chemicals furnished will conform in all respects to any samples provided to Services or Users. Inspection, test, acceptance or use of Chemicals furnished hereunder shall not affect Chemical Supplier's obligation under this warranty, and such representations and warranties shall survive inspection, test acceptance and use. All of Chemical Supplier's representations and warranties shall run to Services, the Users and their respective successors, assigns and customers. Chemical Supplier will replace or correct defects of any Chemicals not conforming to the foregoing warranties promptly, without expense to Services (including, but not limited to, any expenses relating the removal, transportation and disposal of such non-conforming and/or defective Chemicals), when notified of such nonconformity by Services or any User, provided Services or such User elects to provide Chemical Supplier with the opportunity to do so. In the event of failure of Chemical Supplier to correct defects in or replace nonconforming Chemicals promptly, Services, after reasonable notice to Chemical Supplier, may make such corrections or replace such Chemicals and charge Chemical Supplier for the cost incurred by Services in doing so.
- 11.2 Chemical Supplier represents and warrants that the cylinders and containers delivered to Services are free from defects, routinely inspected and maintained. Leaking containers will be rejected by the Services, and any cost of removal, transport, and disposal of such containers shall be borne solely by Chemical Supplier.
- 11.3 Chemical Supplier represents and warrants that: (i) it is capable in all respects of providing all Chemicals in accordance with this Agreement; and (ii) it understands the nature and scope of Chemicals to be provided hereunder.
- 11.4 Chemical Supplier represents and warrants that, as of the Effective Date, there is no pending or threatened outstanding litigation, arbitrated matter, or other dispute to which Chemical Supplier is a party, that, if decided unfavorably to Chemical Supplier, could reasonably be expected to have a potential or actual material adverse effect on Chemical

Agreement to Supply Potable Water Treatment Chemicals

Supplier's ability to fulfill its obligations hereunder, and that Chemical Supplier knows of no basis that might give rise to any such litigation, arbitration, or other dispute in the foreseeable future. Upon becoming aware of any such basis, Chemical Supplier shall promptly notify Services thereof.

11.5 Chemical Supplier warrants that, in providing the Chemicals and in otherwise performing its obligations under this Agreement, Chemical Supplier shall comply, and, to the extent within Chemical Supplier's control, shall not prevent Services or its affiliates from complying or materially impede them in complying, with all applicable laws, regulations, and ordinances of any relevant jurisdiction, and all applicable policies of Services and its affiliates, including but not limited to those pertaining to personnel and security.

IN WITNESS WHEREOF, Services and Chemical Supplier have signed this Agreement in duplicate as of the date last signed below (the "Effective Date"). One counterpart each has been delivered to Services and Chemical Supplier.

**American Water Works Service  
Company, Inc.**

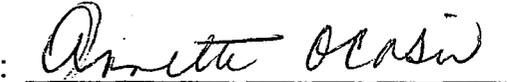
By:



Date:

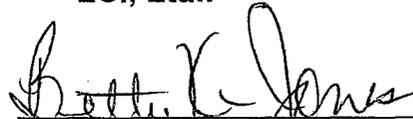
4/10/08

Attest:



**LCI, Ltd.:**

By:

  
Betty Kendall-Jones, V.P.

Date: February 13, 2008

Attest:

  
Beverly Brantley

**EXHIBIT A – PRICING**



## **EXHIBIT C – HAZARDOUS CHEMICALS**

The following hazardous materials are stored on site and/or used in the water treatment process by Services:

1. Aluminum Sulfate
2. Chlorine
3. Hydrofluosilicic Acid
4. Gasoline
5. Propane
6. Sodium Metabisulfite
7. Powdered Activated Carbon
8. Orthophosphoric Acid
9. Potassium Permanganate
10. Ferric Chloride
11. Ferric Sulfate
12. Sodium Hydroxide
13. Ammonia
14. Ammonium Sulfate
15. Diesel Fuel
16. Polyaluminum Chloride
17. Soda Ash
18. Sodium Hypochlorite
19. Sodium Polyphosphates

Agreement to Supply Potable Water Treatment Chemicals

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**SCHEDULE 1 – PRODUCT SPECIFICATION**  
**SHEETS**

SEE ATTACHED

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (904)997-6603 FAX (888)883-8680  
 Lassiter-Ware Insurance  
 8375 Dix Ellis Trail  
 Suite 301  
 Jacksonville, FL 32256-8273

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Lucier Chemical Industries Ltd  
 DBA: LCI, Ltd  
 415 Pablo Avenue North  
 Jacksonville Beach, FL 32240

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Auto Owners Insurance Company	18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> 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				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4638376100	12/01/2007	12/01/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**  
 American Water Works Service Co., Inc.  
 The Corporate Office  
 1025 Laurel Oak Road  
 PO Box 1770  
 Voorhees, NJ 08043

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 James Morency/SHAROH *James Morency*

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)  
01/16/2008

**PRODUCER**  
AON RISK SERVICES, INC. OF FLORIDA  
1001 BRICKELL BAY DRIVE, SUITE #1100  
MIAMI, FL 33131-4937  
PHONE: 800-743-8130 FAX: 800-522-7514

Serial # A32683

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	AMERICAN HOME ASSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED**  
ADP TOTALSOURCE FL XXIX, INC.  
10200 SUNSET DRIVE  
MIAMI, FL 33173  
ALTERNATE EMPLOYER: LUCIER CHEMICAL INDUSTRIES LTD DBA LCI LTD

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 1106956 FL	07/01/2007	07/01/2008	X WC STATUTORY LIMITS   OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
ALL EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP/TOTALSOURCE, INC.'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. \*THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY.  
RE: FOR SUPPLYING APPROXIMATELY 150 TONS OF HYDROFLUOSILICIC ACID - BID/CONTRACT #ITB07-11

**CERTIFICATE HOLDER**

**CANCELLATION**

AMERICAN WATER  
SUPPLY CHAIN DEPARTMENT  
1025 LAUREL OAK ROAD  
VOORHEES, NJ 08043.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**AON RISK SERVICES INC. OF FLORIDA**

<b>ACORD™</b>	<b>CERTIFICATE OF INSURANCE</b>	ISSUE DATE 12/06/2007
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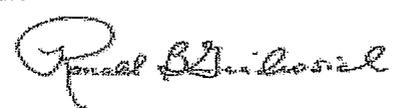
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 205-252-9871	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.
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<b>INSURED</b> Lucier Chemical Industries Ltd., dba LCI, Ltd. P.O. Box 4900 Jacksonville, FL 32240-9000	<b>COMPANIES AFFORDING COVERAGE</b>  Company A American International Specialty Lines  Company B  Company C  Company D  Company E
--	---

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	EGL 3060016	12/01/2007 -12/01/2008	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 300,000
				MEDICAL EXPENSE	\$ 5,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>			COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	
				COLLISION	
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC Statutory Limit	\$
				Other	\$
				EL EACH ACCIDENT	\$
				EL DISEASE (Each employee)	\$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made Retention/Deductible 10,000	EGU 3061915	12/01/2007 12/01/2008	EL DISEASE (Policy Limit)	\$
				EACH OCCURRENCE	\$ 1,000,000
				AGGREGATE	\$ 1,000,000
A	<b>POLLUTION LEGAL LIABILITY</b> Claims Made Coverage	EGL 3060016	12/01/2007 12/01/2008	Each Loss	\$ 1,000,000
					\$
					\$
					\$
					\$

The Certificate Holder is named as Additional Insured with regards to General Liability as required by written contract subject to policy terms, conditions and exclusions with respect to work performed by the Named Insured.

<b>CERTIFICATE HOLDER</b>  American Water Works Service Co., Inc. 1025 Laurel Oak Road PO Box 1770 Voorhees, NJ 08043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	Authorized Representative  



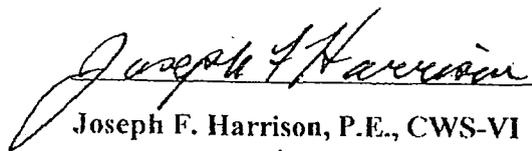
4151 Naperville Road  
Lisle, Illinois 60532-3696 USA  
Phone 630 505 0160  
Fax 630 505 9637  
www.wqa.org

A not-for-profit organization

## GOLD SEAL CERTIFICATE

*This is to certify that the drinking water treatment chemical described herein has been independently tested and certified by the Water Quality Association in accordance with "Drinking Water Treatment Chemicals - Health Effects," NSF/ANSI 60. The material safety of the chemical listed below has earned the Gold Seal.*

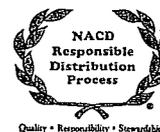
<b>Manufacturer:</b>	Lucier Chemical Industries
<b>Address:</b>	415 Pablo Avenue North Jacksonville Beach, Florida 32250
<b>Facility:</b>	Fort Worth, TX; Toronto, ON; Beaharinois, QC; Cincinnati, OH; Chicago Heights, IL; St. Louis, MO; Baltimore, MD; Stockton, CA; Elizabeth, NJ; Alston, MA; Cleveland, OH; Charlotte, NC; Tampa, FL; New Orleans, LA; Birmingham, AL; Seattle, WA; South Gate, CA
<b>Model/Brand Name:</b>	Fluosilicic Acid
<b>Function:</b>	Fluoridation
<b>Max Use:</b>	6 mg/L
<b>Listing Notes:</b>	N/A
<b>Certificate Type:</b>	Temporary
<b>Issue Date:</b>	Thursday, January 03, 2008
<b>Expiration Date:</b>	Saturday, January 03, 2009
<b>Test Unit Number:</b>	6254.0701C.02
<b>Certificate Number:</b>	CRT.010308.62540701C'02

  
Joseph F. Harrison, P.E., CWS-VI

16 Jan 2008  
Effective Date

**LCI LTD**

THE FLUORIDE SPECIALISTS



**PRODUCT COMPLIANCE CERTIFICATION**

**We certify that the Fluorosilicic Acid supplied will meet the specifications of AWWA Standard B703-06 and further that it has been certified by the Water Quality Association to meet ANSI/NSF Standard 60 for the treatment of potable water and has been produced within the continental limits of the United States.**

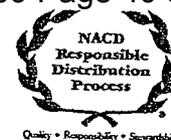
A handwritten signature in cursive script that reads "Betty Kendall-Jones".

**Betty Kendall-Jones,  
Vice President, Bids & Contracts**



**LCI LTD**

THE FLUORIDE SPECIALISTS



# Product Fluorosilicic Acid Data Sheet

(Hydrofluorosilicic Acid)

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**Chemical Analysis**

	<b>Typical</b>
Assay ( H <sub>2</sub> SiF <sub>6</sub> )	23.00 % min
Fluorine (F)	18.22 % min
Heavy Metals as Lead (Pb)	0.02 % max
Hydrofluoric Acid (HF )	Less than 1.00 %

**Physical Properties**

Description	Water white to straw yellow solution, meeting both the AWWA Standard B703-00 and the ANSI/NSF-60 Standard for Fluorosilicic Acid.
Color	Straw Yellow shall be determined as material with a maximum of 100 units (APHA) in accordance with method 2120B, visual comparison method.
Specific Gravity (Density)	1.234 ( H <sub>2</sub> O = 1 ) for 25% @ 60° F
Boiling Point for 25%	222.5° F
Freezing Point for 25%	4° F ( - 15.5 °C)
Molecular Weight	144.08
Weight per Gallon for 25%	10.29 lbs / gal
Viscosity for 23%	6.5 cps

**Containers**

Bulk Rail Cars	100 tons net weight (approximate)
Bulk Tank Trucks	20 - 25 tons net weight (approximate)

**Freight Description**

DOT Shipping Classification	Class 8 ( Corrosive )
DOT Shipping Name	Fluorosilicic Acid
Packing Group:     II	Placard: Corrosive
DOT/ UN number:   1778	

The information presented herein is based on data considered to be accurate and that reflects the requirements of the OSHA Hazard Communication Standards in effect as of the date of preparation of this Product Specification Sheet. However, no warranty or representation, express or implied, is made as to the accuracy or completeness of the foregoing data and safety information. In addition, no responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices or from any hazards inherent in the nature of the product.

PDS-HFS.DOC 01/01

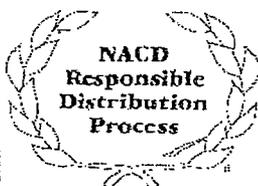
LCI LTD P.O.Box 49000 Jacksonville Beach, Florida 32240-9000 Phone 904-241-1200 Fax 904-241-1220

This Information is provided for your protection by:

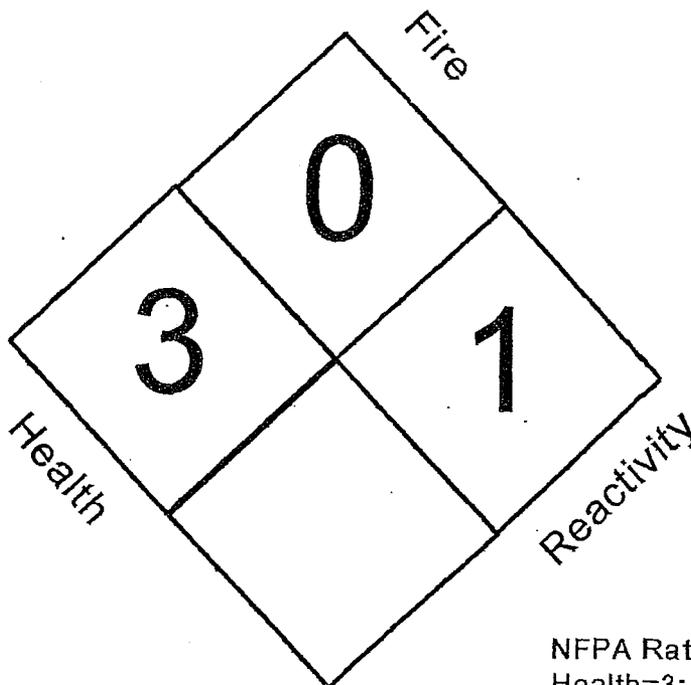
**LCI LTD**

THE FLUORIDE SPECIALISTS

904-241-1200



Quality • Dependability • Security



For 24 Hour  
Emergency  
Assistance  
Call:



800-424-9300

NFPA Ratings (Scale 0-4)  
Health=3; Fire=0; Reactivity=1

**Lucier Chemical Industries, Limited**  
P.O. Box 49000 Jacksonville Beach, FL 32240-9000 USA  
Phone: (904) 241-1200 Fax: (904) 241-1220 WWW.LCILTD.COM

# Fluorosilicic Acid

Section I	Product Name and Description
Section II	Personal Protection Information
Section III	Health Information
Section IV	Emergency and First Aid Procedures
Section V	Ingredients
Section VI	Physical Data
Section VII	Reactivity
Section VIII	Fire and Explosion Hazards
Section IX	Storage and Special Precautions
Section X	Transportation Requirements
Section XI	Emergency Action - Spill or Leak

FLUOROSILICIC ACID

MATERIAL SAFETY DATA SHEET

Page 2 of 4

<b>Shipper:</b>	Lucier Chemical Industries, Ltd. LCI, Ltd.	<b>24-Hour Emergency Assistance:</b>	Chemtrec 1 - 800 - 424 - 9300
<b>Address:</b>	P.O.Box 49000 Jacksonville Beach, FL 32240-9000	<b>Manufactured by</b>	The MOSAIC Company
<b>Phone:</b>	(904) 241 - 1200	<b>County of Origin</b>	USA

**Section I PRODUCT NAME AND DESCRIPTION**

<b>DOT Chemical Name:</b>	Fluorosilicic Acid	<b>Formula:</b>	H <sub>2</sub> SiF <sub>6</sub>
<b>Synonyms:</b>	Hydrofluosilicic Acid, Fluosilicic Acid, Hexafluosilicic Acid	<b>NIOSH Number:</b>	VV8225000
<b>Chemical Family:</b>	Inorganic Acid		
<b>CAS Number:</b>	16961-83-4		
<b>Note:</b>	N/A indicates Not Applicable where shown.		

**Section II PERSONAL PROTECTION INFORMATION**

**Respiratory Protection:** A NIOSH approved cartridge respirator with full-face shield. Chemical cartridge should provide protection against acid fumes, (Hydrogen Fluoride). For concentrations greater than 20ppm, a NIOSH approved self-contained breathing apparatus with full-face shield should be used.

**Eye and Face Protection:** Use tight-fitting chemical splash goggles and a full-face shield, 8 inch minimum. Contact lenses should not be worn.

**Hand, Arm and Body Protection:** Prevent contact with skin by use of acid-proof clothing, gloves and shoes. Use a NIOSH approved acid proof suit and boots where liquid or high vapor concentration is possible.

**Other Protective Clothing and Equipment:** Eye wash and emergency shower facilities should be available in handling area.

**Engineering Controls:** General or local exhaust systems sufficient to maintain vapors below 2.5mg/m<sup>3</sup> (as F).

**Section III HEALTH INFORMATION**

**OSHA Permissible Exposure Limit (PEL):** 2.5mg/m<sup>3</sup> (as F)

**ACGIH Threshold Limit Value (TLV):** 2.5mg/m<sup>3</sup> (as F)

Listed in the following -

- Department of Transportation Hazardous Materials Regulations (49CFR)
- Massachusetts Hazardous Substance List
- Toxic Substances Control Act Inventory of Toxic Substances (TSCA)

**OSHA Health Hazard Classification:** Corrosive

**Primary Route(s) of Entry:** Eye and skin contact, inhalation.

**Symptoms of Exposure:**

**Acute:** Liquid or vapors can cause severe irritation and burns which may not be apparent for hours. Can cause severe irritation to the lungs, nose and throat. If swallowed, can cause severe damage to throat and stomach.

**Chronic:** Prolonged exposure could result in bone changes, corrosive effect on mucous membranes including ulceration of nose, throat and bronchial tubes, cough, shock, pulmonary edema, Fluorosis, coma and death.

**Aggravated Medical Condition:** Any skin condition and/or pre-existing respiratory disease including asthma and emphysema.

**Toxic Data:** LD<sub>50</sub> 200 mg/kg (Oral - Guinea Pig)

**Section IV EMERGENCY AND FIRST AID PROCEDURES**

**Inhalation:** Remove exposed person to an uncontaminated area immediately. If breathing has stopped, start artificial respiration at once. Oxygen should be provided for an exposed person having difficulty breathing (but only by an authorized person) until exposed person is able to breathe easily by themselves. Exposed person should be examined by a physician.

**Eye Contact:** Flush eyes for at least 15 minutes with large amounts of water. Eyelids should be held apart during the flushing to insure contact of water with all accessible tissue of the eyes and lids. Medical attention should be given as soon as possible.

**Skin Contact:** Exposed person should be removed to an uncontaminated area and subjected immediately to a drenching shower of water for a minimum of 15 to 20 minutes. Remove all contaminated clothing while under shower. Medical attention should be given as soon as possible for all burns, regardless of how minor they seem.

**Ingestion:** If conscious, give the exposed person large quantities of water immediately to dilute the acid. Do NOT induce vomiting. Milk may be given for its soothing effect. A physician should be contacted immediately.

**Note to Physician:** Beware of late onset of pulmonary edema for up to 48 hours. Treat severe burns similar to Hydrofluoric Acid exposure.

## Section V INGREDIENTS

Composition	Percentage
H <sub>2</sub> SiF <sub>6</sub>	25.0 ± 2%
H <sub>2</sub> O	75.0 ± 2%

## Section VI PHYSICAL DATA

Boiling Point:	222 °F (105° C)	Freezing Point:	4° F (-15.5°C)
Specific Gravity (H <sub>2</sub> O = 1):	1.234 @ 25%	Vapor Pressure (mm Hg):	24 @ 77° F
Percent Volatile by Volume:	N/A	Vapor Density (Air = 1):	N/A
Solubility in Water:	Complete	Evaporation Rate:	N/A
Physical State:	Fuming Liquid	Molecular Weight:	144.08
Bulk Density:	10.29 lbs/gal @ 25%	pH (1% Solution):	1.2
Appearance and Odor: Water white to straw yellow, burning liquid			

## Section VII REACTIVITY

**Stability:** Stable.

**Hazardous Polymerization:** Will not occur.

**Conditions and Materials to Avoid:** Metal, glass, stoneware, alkali and strong concentrated acids.

**Hazardous Decomposition Products:** When heated to decomposition (222°F), it emits highly toxic and corrosive fumes of Hydrogen Fluoride, Silicon Tetra-fluoride and Hydrogen Gas.

## Section VIII FIRE AND EXPLOSION HAZARDS

**Flash Point and Method Used:** N/A

**Flammable Limits - % Volume in Air:** Lower N/A Upper N/A

**Extinguishing Media:** Use agent which is appropriate for surrounding fire.

**Special Fire Fighting Procedures and Precautions:** Wear NIOSH approved self-contained acid suits.

**Auto Ignition Temperature:** N/A

**Unusual Fire and Explosion Hazards:** Reacts with many metals to produce flammable and explosive hydrogen gas. Keep container cool with water, using fog nozzles, as decomposition will occur above 222°F and produce toxic and corrosive fumes of fluorides.

## Section IX STORAGE AND SPECIAL PRECAUTIONS

**Handling and Storing Precautions:** Store in containers in cool, dry, well ventilated area away from sources of heat or ignition. Do NOT store in glass or stoneware. Use non-sparking tools. Keep separate from alkali metals, oxidizing agents, combustible solids and organic peroxides.

**Ventilation:** Provide adequate general and/or local exhaust to maintain vapors below 2.5mg/m<sup>3</sup> (as F).

**Other Precautions:** Do not inhale fumes and prevent skin contact. If pungent, irritating odor can be detected, workers are being over-exposed. Eye wash and safety shower should be available in all acid handling areas.

FLUOROSILICIC ACID

MATERIAL SAFETY DATA SHEET

Page 4 of 4

## Section X TRANSPORTATION REQUIREMENTS

DOT Proper Shipping Name:	Fluorosilicic Acid	Packing Group:	II
DOT Hazard Class:	8 (Corrosive)	Subsidiary Hazard Class:	N/A
Identification Number:	UN 1778	Placarding Requirement:	Corrosive
EPA Hazardous Substance:	No	Reportable Quantity:	N/A
RCRA Status of Unused Material if Discarded:	Not listed.	Hazardous Waste Number:	Not listed.

**Waste Disposal Method:** Disposer must comply with federal, state, and local disposal or discharge laws.

**Additional Comments:** For international transportation, Fluorosilicic Acid is regulated by the International Maritime Organization (IMO) and the International Air Transport Association (IATA) for vessel and air movement as a Class 8. Packaging, marking, labeling and shipping paper descriptions must precisely reflect the regulation for export movement.

## Section XI EMERGENCY ACTION – SPILL OR LEAK

**Emergency Action:** Keep unnecessary people away. Stay upwind, keep out of low areas. Isolate hazard area and deny entry. We recommend that the user establish a spill prevention, control and countermeasure plan. This plan should include procedures for proper storage as well as containment and clean-up of spills and leaks. The procedures should conform to safe practices and provide for proper recovery and disposal in accordance with federal, state and local regulation. Contact Chemtrec at 1-800-424-9300 for 24-hour emergency assistance.

**Small Spills:** Any personnel in area should wear a NIOSH approved air supplied acid suit. Dike area to contain material. Do not allow solution to enter sewers or surface water. Neutralize the spill with water and lime (hydrated lime). Take up with sand or non-combustible absorbent material and place in containers for later disposal. Provide ventilation and be wary of hydrogen generation upon reaction with some metals. Contact Chemtrec at 1-800-424-9300 for 24-hour emergency assistance.

**Large Spills:** Contact Chemtrec at 1-800-424-9300 for 24-hour emergency assistance. Any personnel in area should wear a NIOSH approved air supplied acid suit. Dike area ahead of spill to contain material. Do not allow solution to enter sewers or surface water. Neutralize the spill with water and lime (hydrated lime). Provide ventilation and be wary of hydrogen generation upon reaction with some metals. Notify the National Response Center, if required.

DISCLAIMER

The information presented herein is based on data considered to be accurate and that reflects the requirements of the OSHA Hazard Communication Standards in effect as of the date of preparation of this Material Safety Data Sheet. However, no warranty or representation, express or implied, is made as to the accuracy or completeness of the foregoing data and safety information. In addition, no responsibility can be assumed by vendor for any damage or injury resulting from abnormal use; from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product.

Revised January 2005 by Gustavo R. Nívar

<b>ACORD</b> <sup>TM</sup>	<b>CERTIFICATE OF INSURANCE</b>	ISSUE DATE 03/20/2008
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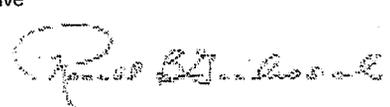
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 205-252-9871	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.
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<b>INSURED</b> Lucier Chemical Industries Ltd., dba LCI, Ltd. P.O. Box 4900 Jacksonville, FL 32240-9000	<b>COMPANIES AFFORDING COVERAGE</b>
	Company A American International Specialty Lines
	Company B
	Company C
	Company D

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	EGL 3060016	12/01/2007 12/01/2008	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 300,000
				MEDICAL EXPENSE	\$ 5,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>			COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE COLLISION	
				WC Statutory Limit	Other
				EL EACH ACCIDENT	\$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>			EL DISEASE (Each employee)	\$
				EL DISEASE (Policy Limit)	\$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made Retention/Deductible 10,000	EGU 3061915	12/01/2007 12/01/2008	EACH OCCURRENCE	\$ 4,000,000
				AGGREGATE	\$ 4,000,000
A	<b>POLLUTION LEGAL LIABILITY</b> Claims Made Coverage	EGL 3060016	12/01/2007 12/01/2008	Each Loss	\$ 1,000,000
					\$
					\$
					\$
					\$

The Certificate Holder is named as Additional Insured with regards to General Liability as required by written contract subject to policy terms, conditions and exclusions with respect to work performed by the Named Insured. Pollution coverage is included within the Excess Liability limit shown above.

<b>CERTIFICATE HOLDER</b>  American Water Works Service Co., Inc. 1025 Laurel Oak Road PO Box 1770 Voorhees, NJ 08043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	Authorized Representative  

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/30/2007
PRODUCER (904)997-6603 FAX (888)883-8680 Lassiter-Ware Insurance 8375 Dix Ellis Trail Suite 301 Jacksonville, FL 32256-8273	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Lucier Chemical Industries Ltd DBA: LCI, Ltd 415 Pablo Avenue North Jacksonville Beach, FL 32240	INSURERS AFFORDING COVERAGE INSURER A: <i>Auto Owners Insurance Company</i> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 18988

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4638376100	12/01/2007	12/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  American Water Works Service Co., Inc. The Corporate Office 1025 Laurel Oak Road PO Box 1770 Voorhees, NJ 08043	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE James Morency/SHAROH
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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
02/18/2008

**PRODUCER**  
AON RISK SERVICES, INC. OF FLORIDA  
1001 BRICKELL BAY DRIVE, SUITE #1100  
MIAMI, FL 33131-4937  
PHONE: 800-743-8130 FAX: 800-522-7514

Serial # A32683

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	AMERICAN HOME ASSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED**  
ADP TOTALSOURCE FL XXIX, INC.  
10200 SUNSET DRIVE  
MIAMI, FL 33173  
ALTERNATE EMPLOYER: LUCIER CHEMICAL INDUSTRIES LTD DBA LCI LTD

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																				
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$																				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$																				
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$																				
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$																				
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 1106956 FL	07/01/2007	07/01/2008	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATUTORY LIMITS</td> <td><input type="checkbox"/></td> <td>OTHER</td> <td></td> </tr> <tr> <td></td> <td>EL EACH ACCIDENT</td> <td>\$</td> <td></td> <td>1,000,000</td> </tr> <tr> <td></td> <td>EL DISEASE - POLICY LIMIT</td> <td>\$</td> <td></td> <td>1,000,000</td> </tr> <tr> <td></td> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$</td> <td></td> <td>1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER			EL EACH ACCIDENT	\$		1,000,000		EL DISEASE - POLICY LIMIT	\$		1,000,000		EL DISEASE - EA EMPLOYEE	\$		1,000,000
<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER																						
	EL EACH ACCIDENT	\$		1,000,000																					
	EL DISEASE - POLICY LIMIT	\$		1,000,000																					
	EL DISEASE - EA EMPLOYEE	\$		1,000,000																					
	<b>OTHER</b>																								

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

ALL EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP/TOTALSOURCE, INC.'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. \*THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS REQUIRED BY WRITTEN CONTRACT AS RESPECTS TO PROJECT FOR SUPPLYING APPROXIMATELY 150 TONS OF HYDROFLUOSILICIC ACID - BID/CONTRACT #ITB07-11

**CERTIFICATE HOLDER**

AMERICAN WATER  
SUPPLY CHAIN DEPARTMENT  
1025 LAUREL OAK ROAD  
VOORHEES, NJ 08043.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**AON RISK SERVICES INC. OF FLORIDA**



Current Supplier	LCI	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly total
IL		Alton	Hydrofluosilicic Acid	23.0%	115,000.0000	wet lbs	Bulk	4000	Gallon	\$ 0.1856	21,332.50
IL		Champaign - East & West Plants	Hydrofluosilicic Acid	23.0%	246,000.0000	wet lbs	Bulk	3600	Gallon	\$ 0.1930	47,478.00
IL		East St. Louis WTP	Hydrofluosilicic Acid	23.0%	561,462.0000	wet lbs	Bulk	4000	Gallon	\$ 0.1825	91,516.82
IL		Granite City WTP	Hydrofluosilicic Acid	23.0%	140,913.0000	wet lbs	Bulk	4000	Gallon	\$ 0.1855	26,139.36
IL		Peoria - Main Station	Hydrofluosilicic Acid	23.0%	350,000.0000	wet lbs	Bulk	4000	Gallon	\$ 0.2080	72,800.00
IL		Pontiac	Hydrofluosilicic Acid	23.0%	27,478.0000	wet lbs	Bulk	2000	Gallon	\$ 0.2145	5,894.03
IL		Sterling - East & West Plant	Hydrofluosilicic Acid	23.0%	85,000.0000	wet lbs	Bulk	40000	Tanker	\$ 0.1975	16,787.50
IL		Streator	Hydrofluosilicic Acid	23.0%	29,658.0000	wet lbs	Bulk	2000	Gallon	\$ 0.2145	6,404.54

Current Supplier	LCI	State	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
IN		IN	Jeffersonville - Middle Rd. WTP	Hydrofluosilicic Acid	23%	176,000.00	wet lbs	Bulk	6000	Gallon	\$ 0.1880	\$33,088.00
IN		IN	Johnson County - Orms WTP	Hydrofluosilicic Acid	23%	56,000.00	wet lbs	Bulk	46350	lbs	\$ 0.1965	\$11,004.00
IN		IN	Kokomo WTP	Hydrofluosilicic Acid	23%	90,000.00	wet lbs	Bulk	3000	Gallon	\$ 0.2110	\$18,990.00
IN		IN	Muncie - White River WTP	Hydrofluosilicic Acid	23%	97,500.00	wet lbs	Bulk	4500	Gallon	\$ 0.1895	\$18,476.25
IN		IN	NW Op - Borman Park WTP	Hydrofluosilicic Acid	23%	350,000.00	wet lbs	Bulk	3500	Gallon	\$ 0.1830	\$64,050.00
IN		IN	NW Op - Ogden Dunes WTP	Hydrofluosilicic Acid	23%	132,000.00	wet lbs	Bulk	3500	Gallon	\$ 0.1875	\$24,750.00
IN		IN	Richmond - South 4th Street WTP	Hydrofluosilicic Acid	23%	120,000.00	wet lbs	Bulk	700	Gallon	\$ 0.1930	\$2,431.80
IN		IN	Terre Haute WTP	Hydrofluosilicic Acid	23%	120,000.00	wet lbs	Bulk	3500	Gallon	\$ 0.2040	\$24,480.00
IN		IN	West Lafayette - Happy Hollow WTP	Hydrofluosilicic Acid	23%	43,000.00	wet lbs	Bulk	3000	Gallon	\$ 0.1990	\$8,557.00

State	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Price	Total	Yearly Total
Iowa	Clinton District East River Station	Hydrofluosillicic Acid	0.23	18930	wet lbs	Bulk	3600	Gallon	\$ 0.2000	\$0.2000	\$ 3,786.0000
		Hydrofluosillicic Acid	0.23	226000	wet lbs	Bulk	4600	Gallon	\$ 0.1945	\$0.1945	\$ 43,957.0000

State	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Price	Yearly Total
Kentucky	Kentucky River Station	Hydrofluosilicic Acid	23%	300,000.00	wet lbs	Bulk	4,000.00	Gallon	\$ 0.1875	\$56,250.00
Kentucky	Richmond Road Station	Hydrofluosilicic Acid	23%	165,000.00	wet lbs	Bulk	4,000.00	Gallon	\$ 0.1875	\$30,937.50

Current Supplier	LCI	State	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
		MO	Joplin	Hydrofluosilicic Acid	23%	187,000.00	wet lbs	Bulk	2000	Gallon	\$ 0.2800	\$52,360.00
		MO	St. Joseph	Hydrofluosilicic Acid	23%	132,820.00	wet lbs	Bulk	4500	Gallon	\$ 0.2190	\$29,087.58
		MO	St. Louis - Central	Hydrofluosilicic Acid	23%	1,052,832.00	wet lbs	Bulk	4500	Gallon	\$ 0.1860	\$195,826.75
		MO	St. Louis - Meramec	Hydrofluosilicic Acid	23%	267,992.00	wet lbs	Bulk	4500	Gallon	\$ 0.1825	\$48,908.54
		MO	St. Louis - North	Hydrofluosilicic Acid	23%	384,282.00	wet lbs	Bulk	4500	Gallon	\$ 0.1850	\$71,092.17
		MO	St. Louis - South	Hydrofluosilicic Acid	23%	222,504.00	wet lbs	Bulk	4500	Gallon	\$ 0.1825	\$40,606.98



Current Supplier	LCI	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Yearly Total
State	Location									
OH	Ashtabula WTP	Hydrofluosilicic Acid	23%	80,000.00	wet lbs	Bulk	3500	Gallon	\$ 0.1975	\$15,800.00
OH	Marion WTP	Hydrofluosilicic Acid	23%	80,000.00	wet lbs	Bulk	3500	Gallon	\$ 0.2000	\$16,000.00





**Current Supplier LCI**

**Count of 2008 Cost**

State	Location	Chemical	Concentration	Annual Volume	Unit of Measure	Container Type	Shipment Quantity	Shipment Type	2008 Cost	Grand Total
VA	Hopewell	Hydrofluosilicic Acid	23%	112,000.00	wet lbs	Bulk	3500	Gallon	\$ 0.2100	\$23,520.00

