



CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

DATE:

November 30, 2022

CONTRACT EXTENSION

BID TITLE:

RUNWAY DEICER LIQUID

CONTRACT #:

1006-19 (4700007555)

CONTRACT DATES:

11/30/2022-11/30/2023 Ext #3

BUYER:

CATHERINE SHAFER

PHONE:

585-753-1183

FAX:

585-753-1104

VENDOR(S) :

VENDOR# 11117511
NACHURS ALPINE SOLUTINS LLC
421 LEADER STREET
MARION, OH 43302

CHANGE AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH
NOVEMBER 30 2023. WITH A PRICE INCREASE TO \$6.60
GALLON

A handwritten signature in black ink, appearing to read "Catherine Shafer", is written over a large, stylized number "54".

CATHERINE SHAFER
BUYER

**XC: BP FOLDER
BUYER
DEPT**



CONTRACT EXTENSION REQUEST
Monroe County Purchasing Department
200 County Office Building
39 West Main Street
Rochester, NY 14614

September 28 2022

Carla Potts, Business Manager
Nachurs Alpine Solutions LLC
421 Leader Street
Marion, OH 43302

Your contract with Monroe County will expire soon. The contract may be extended upon the mutual consent of both parties for an additional twelve (12) months.

Contract Name: RUNWAY DEICER LIQUID
Bid Project Number: BP#01006-19
Contract Number: 4700007555
Contract Expiration Date: November 30, 2022
Contract Extension Date: November 30, 2023 Extension # 3

Monroe County has valued the business relationship with your company, and we are interested in extending this contract. Please indicate whether you are interested in extending the contract using the options below. The County will evaluate your response and should an extension be mutually beneficial, a formal contract extension notice will be sent to you. Otherwise, you will be notified that the County will seek new bids.

- ☐ Yes, I am willing to extend the referenced contract at the same terms.
- ☐ Yes, I am willing to extend the referenced contract with a price reduction. (Attach additional pages.)
- ☒ I propose the following price adjustment for Monroe County's consideration. (Attach additional page(s) that include documentation and justification. Acceptance rests solely with the County.)
- ☐ I do not wish to extend the referenced contract.

If you wish to discuss this contract in more detail, please contact the buyer who handles this contract using the information below.

Buyer: Catherine Shafer
Email Address: cshafer@monroecounty.gov
Phone Number: 585-753-1183 FAX: 585-753-1104

[OFFER] Monroe County hereby offers an extension of the above referenced contract.

Colleen D. Anderson 9/29/2022
Colleen D. Anderson, Purchasing Manager Date

[VENDOR] Sign and date in the space provided and return to the Buyer listed within ten (10) business days. The form must be signed by a person with authority to make contractual commitments for the vendor. It may be returned by fax, email or U.S. Mail.

John Grega
Print Name Signature
CFO 10/4/2022
Title Date

[ACCEPTANCE] Monroe County hereby extends the above referenced contract at the terms outlined above.

Colleen D. Anderson 10/21/22
Colleen D. Anderson, Purchasing Manager Date



CONTRACT EXTENSION REQUEST
Monroe County Purchasing Department
200 County Office Building
39 West Main Street
Rochester, NY 14614

September 28 2022

Carla Potts, Business Manager
Nachurs Alpine Solutions LLC
421 Leader Street
Marion, OH 43302

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Buyer: Catherine Shafer
Email Address: cshafer@monroecounty.gov
Phone Number: 585-753-1183 FAX: 585-753-1104

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Colleen D. Anderson 9/28/2022
Colleen D. Anderson, Purchasing Manager Date

[VENDOR] Sign and date in the space provided and return to the Buyer listed within ten (10) business days. The form must be signed by a person with authority to make contractual commitments for the vendor. It may be returned by fax, email or U.S. Mail.

Print Name _____ Signature _____
Title _____ Date _____

[ACCEPTANCE] Monroe County hereby extends the above referenced contract at the terms outlined above.

Colleen D. Anderson, Purchasing Manager Date



TRANSPORTATION & MINING

The Science of De-Icing

421 Leader Street • Marion, Ohio 43302
[P] 800 622 4877 x300 [F] 740 223 3874

nas_i_cs@nasindustrial.com
www.nasi-tm.com  twitter.com/NASindustrial

Monroe County
Greater Rochester International Airport
Attn: Catherine Shafer
E-mail: cshafer@monroecounty.gov

Date: October 4, 2022

Re: Contract Name: Runway Deicer Liquid
Bid Project No: BP#01006.19
Contract Extension #3 with Price Modification Request

Dear Catherine:

With the contract made and entered into by Nachurs Alpine Solutions (NASi) and Monroe County, Greater Rochester International Airport project name and number as referenced above is set to expire November 30, 2022. NASi is willing to extend the referenced contract with a proposed price modification effective December 1, 2022, through November 30, 2023.

NASi has been notified of outages beyond planned time periods due to unforeseen interruption of supply from the limited North America supply base of acetyl product producers during the past 18 months. One meaningful supplier of acetic acid has extended an already 3-month long force majeure notice through at least September 9. Suppliers had announced additional acetic acid supply constraints in May, and unforeseen equipment unit failures shortly thereafter. This action was in addition to unanticipated interruptions in raw material supplies from the Texas Gulf Coast that began as early as January 2021.

For the last 5-6 quarters, KOH has only increased, reflecting potash cost increases of >200% since Jan. 2021. Please note the following article: <https://www.reuters.com/article/us-usa-agriculture-fertilizer-idUSKCN2L81Y9>. Near the bottom of the article, there is note that has a direct bearing on our costs, since potassium hydroxide comes from the electrolysis of potash. Potassium hydroxide is ~2/3 of the formula for Alpine RF-11. KOH producers have passed along increases thus far in 2022 in January, April, and July, with an indication that they will increase again October 1, 2022. Our GAA costs, should supplies resume, have increased by more than 20% effective July 1, 2022, on a year over year basis, along with 15% increases that we absorbed last year.

As additional support, we provide reference to our raw material suppliers who have initiated increases and/or established force majeure policies that restricted or eliminated our supplier for various periods of time, as follows:

- Olin
- Erco
- Oxy
- ASHTA
- Celanese
- INEOS Acetyls
- LyonellBasell Acetyls



421 Leader Street • Marion, Ohio 43302
[P] 800 622 4877 x300 [F] 740 223 3874

nas_i_cs@nasindustrial.com
www.nas_i-tm.com  twitter.com/NASindustrial

The Science of De-icing®

Finally, we have seen historically high ocean freight and unexpected port fees from our carriers who move the sodium formate into North America, as ocean freight availability has been uncertain and volatile. This is on top of product cost increase of >15% from our suppliers.

To address this unforeseen situation, we are requesting the following price modification for extension year three (3) of four (4):

Product:	Alpine RF-11
Price:	\$6.60 / gallon, delivered

Additionally, NASi will do everything possible to abide by contract delivery requirements; however, there may be occasion, due to the current market conditions, i.e., shortage of drivers, that NASi may require additional delivery time.

Please advise if you need additional information, thank you for your consideration of this request.

Sincerely,

Carla Potts

Carla Potts, MBA
Business Manager – Airport Deicing
Nachurs Alpine Solutions
Mobile: (740) 396-9759

CONFIDENTIAL



MONROE COUNTY BID PROPOSAL

Division of Purchasing
County Office Building, Room 200
39 West Main Street
Rochester, NY 14614
(585) 753-1100

BID PROJECT NUMBER: 1006-19

BID TITLE: RUNWAY DEICER LIQUID E36

BUYER: CATHERINE SHAFER
PHONE: (585) 753-1183

BID TIME: 2:00 PM
BID DATE: NOVEMBER 6, 2019

BID SECURITY REQUIRED: No: X
Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED ANNUAL QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
	25,000 Gallons	RUNWAY DEICER LIQUID E36 or County Approved Equivalent Per Attached Specifications (Limit Unit Price to Two (2) Decimal Places) PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF BID PROPOSAL AT TIME OF BID OPENING. Greater Rochester Intn'l Airport presently has Alpine RF-11 in the tanks and not E36	\$ <u>4.83</u>	\$ <u>120,750.00</u> TOTAL

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME Nachurs Alpine Solutions Industrial
a div. of Nachurs Alpine Solutions LLC

SIGNED BY [Signature]

ADDRESS 421 Leader Street
Marion, OH 43302

PRINTED NAME John Grega

FEDERAL ID NO. 82-4481077

TITLE CFO

PHONE NO. 800-622-4877

E-MAIL ADDRESS pottsc@nasindustrial.com
Carla Potts, Business Mgr., Airport Deicing

FAX NO. 740-223-3874

BID ACCEPTANCE AND CONTRACT AWARD

SAP CONTRACT #4700007555

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

ENTIRE CONTRACT

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from 12/16/2019
to 11/30/2020

Date: 12/16/19

BY: [Signature]
Dawn C. Staub, Purchasing Manager, Monroe County

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY
AND CONSEQUENCES FOR VIOLATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: 10/31/19

Nachurs Alpine Solutions Industrial
a div. of Nachurs Alpine Solutions LLC

[Print Name of Contractor]

By: 

[Signature]

John Grege

[Print Name]

CFO

[Print Title/Office]

TERMS AND CONDITIONS

BID ITEM:

RUNWAY DEICER LIQUID E36

FOR:

Greater Rochester International Airport (ROC)

**PURCHASING
CONTACT:**

Catherine Shafer, (585) 753-1183

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Catherine Shafer
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: cshafer@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Standard Time) on **Wednesday, October 23, 2019**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Monday, October 28, 2019**.

DUPLICATE COPIES:

PLEASE SUBMIT YOUR BID IN DUPLICATE: THE ORIGINAL AND ONE (1) COPY.

BID INFORMATION:

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF
FORMAL
PROPOSAL:**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

**SPECIFICATION
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated ~~annual~~ requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL. Bidder must bid on all items in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through November 30, 2020, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within twenty-four (24) hours after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**SECURITIES AND
INSURANCE:**

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm, on that day.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. Items that are not part of this bid will not be paid for by Monroe County. As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

BP #1006-19
RUNWAY DEICER, LIQUID E36
PRODUCT SPECIFICATIONS

Cryotech E36 Potassium Acetate or Monroe County Approved Equivalent,

E36 meets FAA approved specification SAE AMS 1435, "Fluid, Generic, Deicing/Anti-icing, Runways and Taxiways."

- **Composition:** 50% by weight potassium acetate in water plus corrosion inhibitors
 - **Appearance:** Clear, colorless, mobile liquid, free from matter in suspension. May be dyed blue at customer request.
 - **Density:** 1.28 g/cc (10.68 lb/cf) at 20 degree C (68 degree F)
 - **pH:** 11.0 +/- 0.5
 - **Viscosity:** 10 cp maximum at 20 degree C (68 degree F) and 20 cp maximum at 0 degree C (32 degree F)
 - **Flashpoint:** Nonflammable
 - **Freezing Point:** -60 degree C (-76 degree F)
 - **Water Miscibility:** Complete and does not separate in storage
 - **Specific Gravity:** 1.25 - 1.30 at 20 degree C
 - **Storage:** No special storage required (do not use galvanized materials)
 - **Packaging:** 55 gallon drum; 265 gallon totes, bulk
 - **Minimum orders:** 4 drums, 1 tote, 4400 gallons bulk
- Drums and totes (275 gallon totes) are available. Please inquire for pricing if needed, the unit price will vary due to packaging and mode of transportation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2019

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

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

PRODUCER
Crystal & Company
Crystal IBC LLC
32 Old Slip
New York NY 10005

CONTACT NAME: Kasey A. Gray
PHONE: 971-222-3200
FAX: 971-222-3280
EMAIL: kasey.gray@alliant.com

INSURED
Nachurs Alpine Solutions, LLC
421 Leader Street
Marion OH 43302

NACHPL

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Ironshore Specialty Insurance Company	25445
INSURER B: National Union Fire Insurance Company of Pittsburgh	19445
INSURER C: Commerce and Industry Insurance Company	19410
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 688032751

REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	000205600	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	CA3761941	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None	000205600	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	WC14220951 WC14220952	4/1/2019 4/1/2019	4/1/2020 4/1/2020	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TRIA Coverage included on all above policies.

RE: Bid Project #1008-14 Runway Delcar Liquid E30 (Alpine RF-11)

Certificate Holder is included as Additional Insured, as required by written contract or agreement, with respects to above referenced project.

CERTIFICATE HOLDER**CANCELLATION**

Monroe County
ATTN: Purchasing Dept. (PD)
39 W Main Street, Room 200
Rochester NY 14614

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

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2013 forms a part of

Policy No. CA 376-19-41 issued to NACHURS ALPINE SOLUTIONS, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

p. Nuclear Material

Based upon or arising out of the radioactive, toxic or explosive properties of nuclear material and with respect to which the insured is:

- (1) Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- (2) Entitled to indemnity from the United States of America or any agency thereof; or
- (3) An insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of limits.

q. Owned Facilities

Arising from or in connection with any location which is or was at any time owned, operated, rented, or occupied by you or by any entity that:

- (1) Wholly or partly owns, operates, manages, or otherwise controls you; or
- (2) Is wholly or partly owned, operated, managed, or otherwise controlled by you.

r. Personal and Advertising Injury

Arising out of personal and advertising injury.

s. Previously Reported Claim

Arising from the same, related or continuous professional incident that was the subject of a claim reported under any policy of which this policy is a renewal or replacement or which it may succeed in time, whether or not such prior policy affords coverage for such claim.

t. Prior Professional Incident

Arising from any professional incident known to a responsible executive prior to the effective date of the policy period, if such responsible executive knew or could have reasonably foreseen that such professional incident could give rise to damages, claims or suits under this policy.

This exclusion does not apply if we have been notified, in writing, of such professional incident giving rise to such damages, claims, or suits during the policy period of a policy previously issued by us.

u. Your Product

Based upon or arising out of your product.

v. Warranties

Based upon or arising out of express warranties or guarantees. This exclusion shall not apply if liability would have resulted in the absence of such express warranties or guarantees.

w. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (1) A vendor is not an insured as respects bodily injury, property damage, environmental damage or personal and advertising injury.
 - (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
 - (b) Arising out of any express warranty unauthorized by you;
 - (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
 - (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
 - (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
 - (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects bodily injury, property damage, environmental damage or personal and advertising injury:
 - (a) Arising out of any occurrence that takes place after the equipment lease expires or you cease to be a tenant; or
 - (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
- f. Any person or organization that has at least a 50% controlling interest in you but only with respect to bodily injury, property damage, environmental damage or personal and advertising injury arising out of their financial control of you.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought;
 - c. Persons or organizations making claims or bringing suits;
 - d. Pollution incidents;
 - e. Acts, errors or omissions; or
 - f. Benefits included in your employee benefit program.
2. The General Aggregate Limit:
 - a. Is the most we will pay for the sum of:
 - (1) Damages and emergency response expense under COVERAGE PART I, except damages because of bodily injury, property damage or environmental damage included in the products-completed operations hazard other than damages covered under COVERAGE PART I – Coverage G: Contractors Pollution Liability;
 - (2) Damages under COVERAGE PART II;
 - (3) Medical expense under COVERAGE PART II;



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00184858

Period Specified Below
07/01/2019 to 07/01/2020

NACHURS ALPINE SOLUTIONS LLC
421 LEADER ST
MARION, OH 43302-2225



www.bwc.ohio.gov
Issued by: BWC

Stephenie D. McCloud
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.