

Contract Summary Sheet

Contract (PO) Number: 128513

Specification Number: 1202387

Name of Contractor: AIRGAS USA LLC

City Department: DEPT OF ASSETS INFORMATION AND SERVICES

Title of Contract: EMERGENCY REQUEST FOR MCCORMICK PLACE COVID-19
TEMPORARY HOSPITAL OXYGEN GAS (CYLINDER GAS RIDER)

Term of Contract: **Start Date:** 4/15/2020

End Date: 4/14/2021

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$500,000.00

Brief Description of Work: EMERGENCY REQUEST FOR MCCORMICK PLACE
COVID-19 TEMPORARY HOSPITAL OXYGEN GAS
(CYLINDER GAS RIDER)

Procurement Services Contract Area: COMMODITIES

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 10232696

Submission Date: 04/21/20




CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MEMORANDUM

To: David J. Reynolds
Commissioner
Department of Assets, Information and Services

From: 
Shannon E. Andrews
Chief Procurement Officer

Cc: Sandra Blakemore, AIS
Monica Jimenez, DPS

Re: Emergency Procurement Request – Oxygen Gas

Date: April 15, 2020

Specification No.: 1202387
PO/Contract No.: 128513
Amount: \$500,000.00

Pursuant to Section 65 ILCS 5/8-10-5 of the Municipal Purchasing Act, Section 2-92-644 of the Municipal Code of Chicago, and City of Chicago Executive Order No. 2020-1, your request to enter into an emergency contract for oxygen gas is approved. Based on the information provided by your department, we have determined that this procurement is necessary to address the COVID-19 crisis.

You are hereby authorized to purchase oxygen gas from **Airgas USA LLC** for **\$500,000.00** as requested in your memo dated April 14, 2020. Any amount in excess of \$500,000.00 will require additional authorization and will be limited so as not to exceed the \$1,000,000.00 limit established by Executive Order 2020-1.

If you have any questions, please contact me Shannon.Andrews@cityofchicago.org.

SEA/mj

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

**Original (DPS)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
4/15/2020	38	128513	1202387	10232696	B	4/15/2020	4/14/2021	1

BUYER:

11689 GARY BELL 3127446562

ORDERED FROM:

AIRGAS USA LLC
P.O. Box 734445
Chicago, IL 60673-4445

PO DESCRIPTION:

**EMERGENCY REQUEST FOR MCCORMICK PLACE COVID-19 TEMPORARY HOSPITAL
OXYGEN GAS (CYLINDER GAS RIDER)**

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	4304852100	OXYGEN, MEDICAL - OXYGEN USP E CYLINDER WITH REGULATOR - SIZE E	Each	6.50
2	9794501100	RENTAL - OXYGEN USP E CYLINDER WITH REGULATOR - SIZE E	Day	0.30
3	4304852101	OXYGEN, MEDICAL - OXYGEN USP CYLINDER - SIZE 200	Each	8.72
4	9794501103	RENTAL - OXYGEN USP E CYLINDER - SIZE 200	Day	0.15
5	9794501101	RENTAL - E CYLINDER CARTS (VARIOUS SIZES)	Month	40.00
6	9794501102	RENTAL - PALLET (VARIOUS)	Month	50.00
7	9203501100	COST - E TANK W/REGULATOR IF NOT RETURNED TO AIRGAS	Each	115.00
8	9203501101	COST - SIZE 200 TANK IF NOT RETURNED TO AIRGAS	Each	300.00
9	9628601100	TRANSPORATION - DELIVERY CHARGE	Delivery	100.00
10	9628601101	TRANSPORATION - ADDITIONAL WAIT TIME DELIVERY CHARGE	Delivery	50.00
11	5784701100	HAZMAT - HAZMAT CHARGE	Delivery	50.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order and associated Receipt(s). Submit the original invoice to the Office of the City Comptroller, Invoice Intake Division, 33 N. LaSalle, Room 700, Chicago, IL 60602.
Mark all packages and papers with the purchase number. Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.
This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.



DEPARTMENT OF ASSETS, INFORMATION & SERVICES

MEMORANDUM

To: Shannon E. Andrews
Chief Procurement Officer
Department of Procurement Services

From: David J. Reynolds SB
David J. Reynolds
Commissioner
Department of Assets, Information and Services

Date: April 14, 2020

Subject: Request for AirGas Emergency Contract for Oxygen Services at McCormick Alternate Facility for Hall C

The City of Chicago is taking a proactive approach to meeting the needs of its residents during the COVID-19 pandemic through the establishment of a temporary medical facility at the McCormick Place Convention Center. The City of Chicago will be tasked with managing the overall delivery of this facility through the Mayor's Office in coordination with the Department of Public Health. As a part of the health delivery in the McCormick Alternate Care Facility (MCAF), the City needs to procure Oxygen to treat the respiratory problems of Covid-19 patients in Hall C, the first hall that will open for patients at MCAF.

The Department of Assets, Information & Services (AIS) is the lead City department for this procurement. The estimate for the procurement is \$500,000. The City will seek future FEMA reimbursement for this Oxygen procurement.

The City began the start of the procurement for the set-up of the MCAF on April 5, 2020. The MCAF needed to have Oxygen in place to serve patients on April 13, 2020. The MCAF Medical Director Martin Judd expressed that an expedited Oxygen procurement was key to opening the MCAF. Without Oxygen available, the facility would not be able to serve Covid-19 patients. The Hall C was designated as the first hall to receive patients. This situation was truly a life or death situation for Covid-19 patients in Chicago. The Oxygen procurement work began on April 6, 2020.

AIS investigated internally to understand if a City contract for Oxygen existed. AIS reviewed the McClendon Holdings contract, but found their products and services were not suitable to the MCAF needs. There was no established City contract for Oxygen services that could be used at McCormick Place. The AIS Contracts team did find an Emergency AirGas contract for operational emergencies that was put in place on December 13, 2019. This emergency contract did not have the City's Terms and Conditions.

The AIS field team at McCormick worked with the Army Corps of Engineers to understand the universe of vendors who could supply Oxygen to MCAF. Out of these discussions, AirGas and PraxAir were identified as vendors that could provide this Oxygen service. PraxAir was known to the Army Corps because Walsh Construction had brought them on-site to install the major tank in Hall B. The City knows of AirGas because the City has a separate operational emergency contract with AirGas.

AIS received price proposals from both AirGas and Praxair. The City began negotiations with the vendors. On April 13, both vendors reported to the City that neither would sign the City's terms and conditions. The opening of MCAF was slated for April 13 to start to receive patients. Given this deadline, the City had no choice but to accede to the same terms and conditions with AirGas that we agreed to back in December 2019.

We intend to mitigate the risks associated with the AirGas contract. The City may terminate the contract at any time. The City is requiring AirGas to identify the City as an additional insured on their insurance policy and provide an updated Economic Disclosure Statement (attached separately). AirGas has agreed to the FEMA terms (attached separately).

AIS determined that AirGas' prices to be fair and reasonable based a comparison of both AirGas and Praxair's price proposals. The delivery fees were consistent at \$100. The Medical E tanks which are needed for Hall C were comparably priced.

The AIS project manager for this procurement is Sandra Blakemore who can be reached at 312-401-7056 (Sandra.Blakemore@CityofChicago.org) .

EXHIBIT 1

Department of Procurement Services
Emergency Contract Request Form

Requesting Department: Dept of Assets, Information & Services Date: 4/14/2020

Description of Operational Emergency (use Attachment 1 attached)
Anticipated duration of emergency (include justification for how you arrived at the duration): _____

To provide Oxygen for patients at the McCormick Place Alternate Care Facility.

Justification for continued duration if this is a request for an additional emergency contract beyond the anticipated duration of emergency identified in an earlier request:

The Covid pandemic does not have a clear timeline.

Emergency Requirements (check one):
Commodities Equipment Services
(NOTE: Services, such as debris removal, are provided through equipment rental)

Details (describe the required commodities, equipment, or services (referred to hereafter as "requirements") in detail; attach additional pages as necessary):

See Attached scope of services.

Are the requirements available through an existing City contract? No (Y/N)
Contract No. (if available): _____ Vendor: _____
Vendor Contact Information: _____

Explanation of why normal contracting procedures, including small orders, are not feasible in this instance:

The Covid pandemic requires an emergency procurement due to the severe nature of the virus.

Are the requirements available through U.S. Communities or GSA Schedules? No (Y/N)
Contract No. (if available): _____ Vendor: _____

Description of anticipated vendor solicitation process: Both Praxair and AirGas rejected the City's terms. The City had a previous emergency contract with AirGas. Given the unique circumstance, the City had no choice but to accept to Air Gas' same terms and conditions.

Department Contact Person: Sandra Blakemore Phone: 312-744-7709
E-mail: Sandra.Blakemore@cityofchicago Date Requirements Required: _____

Point of Delivery for Requirements: _____

Consequences/Costs of not granting request: _____

Patients at McCormick ACF won't have Oxygen.

Commissioner's Signature*: *David Reynolds SFS*

*If the Commissioner is not available to execute this request, the second in command in the department may execute this form in the Commissioner's absence.

ATTACHMENT 1

Description of Operational Emergency (attach additional pages if needed)


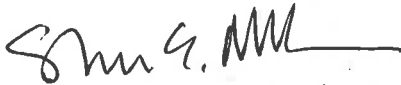
The City of Chicago is tasked with managing the McCormick
Alternate Facility during the COVID pandemic.
The facility requires oxygen in order to serve patients.
The City negotiated with two oxygen suppliers Air Gas
and Airgas. Both rejected the City terms. The City had a
previous emergency contract with Air Gas. The City had no choice
but to accept to the same terms and conditions with Air Gas.

Alternate Care Facility at McCormick Place 2301 S. King Drive, Chicago- Hall C

This Agreement is entered into between Airgas USA, LLC ("Seller") and the City of Chicago, by and through the Department of Assets, Information and Services ("Buyer"), effective as of April 15, 2020.

The Seller and Buyer agree to the following:

1. Seller will provide the products and services described in the attached Cylinder Gases Rider, dated April 15, 2020, which includes delivery to the Alternate Care Facility.
2. The Terms and Conditions applicable to this Agreement shall be the same as were applicable to the contract between the parties for other goods and services dated December 13, 2019; a copy of the December 13, 2019 contract is attached hereto. For clarification, the parties acknowledge and agree that any riders issued in connection with the December 13, 2019 contract are not included in this Agreement.
3. Seller further agrees that provision of product and services under this agreement are subject to the provisions applicable to Federal Emergency Management Agency (FEMA) funded agreements, attached.
4. City may terminate this Agreement at any time, in its sole discretion, upon written notice delivered to Airgas.
5. The source of funds for payments under this agreement is Fund number 020.0100.0994438.9197.22000. Payments under this Agreement must not exceed \$ 500,000.00 without a written amendment. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

<p>Airgas USA, LLC (Seller)</p> <p>By: </p> <p>Name: <u>RENAE SINDELAR</u></p> <p>Title: <u>VP HEALTHCARE, MIDWEST REGION</u></p>	<p>City of Chicago (Buyer)</p> <p>By: </p> <p>Name: <u>Shannon E. Andrews</u></p> <p>Title: <u>CPD</u></p>
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The below cylinder and equipment balances are agreed upon by both the City of Chicago and Airgas USA, LLC as of April 15, 2020 at the McCormick Place COVID-19 Temporary Hospital. The City of Chicago will be responsible for the return of Airgas assets at the end of the service needs. The City of Chicago will abide by the terms and conditions of the agreement between City of Chicago and Airgas USA, LLC dated with regards to these assets.

- (2)- 24 E Cylinder Carts
- (2)-50 E Cylinder Carts
- (3)- Cylinder pallets
- (40)- Size 200 (H) tanks
- (80)- Integrated regulator E size tanks

City of Chicago (Buyer)
Accepted By: [Signature]
Printed Name: _____
Title: Authorized Representative [Signature] Date: 15 April 2020

AIRGAS USA, LLC (Seller)
Submitted By: JOEL THOMAS
Accepted By: [Signature]
Printed Name: RENAE SINDLAR
Title: VP HEALTHCARE Date: 4/15/2020
MIDWEST REGION



Cylinder Gases Rider

Location Specific Rider to Agreement between City of Chicago and Airgas USA, LLC, with a reference Date of April 15, 2020

Buyer locations: McCormick Place Temporary Hospital, Chicago, IL

<u>Product</u>	<u>Cylinder Size</u>	<u>Price/Cylinder</u>	<u>Daily Rent</u>
Oxygen USP E cylinder with regulator	Size E	\$6.50/ cylinder	\$0.30/ day
Oxygen USP cylinder	Size 200	\$8.72/ cylinder	\$0.15/ day
E Cylinder Carts	Various Sizes	n/a	\$40/ month
Pallet Rental	Various	n/a	\$50/ month

Cost of E tank with Regulator if not returned to Airgas \$115/ Cylinder

Cost of Size 200 tank if not returned to Airgas \$300/ cylinder

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level, including daily rental fees.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

Charges: Buyer shall pay the Charges below, as well as, other special charges (including charges in the event of any (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, supplying or distributing Product, and/or (ii) additional costs arising or resulting from Product shortages) that Seller may assess. These Charges are not subject to the "Price Changes" provision(s) of Section 18 of the Agreement, and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by Seller. Seller may not have specifically quantified the relationship between such charges and the actual costs associated with such charges, which can vary by Product, service, time and place, among other things.

Delivery Charge is \$100 per delivery
 Additional Wait Time Delivery Charge \$50/ hour after first hour
 Hazmat Charge \$50 per delivery

City of Chicago (Buyer)
 Accepted By: John S. Miller

AIRGAS USA, LLC (Seller)
 Submitted By: JOEL THOMAS

PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 1250 W Washington, West Chicago 60185 ("Seller"), and City of Chicago with offices at 3510 South Michigan Avenue, Chicago, IL 60653 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

- 1. REQUIREMENTS:** (a) Buyer shall buy from Seller, and Seller shall sell to Buyer as a preferred supplier, Buyer's present and future requirements of industrial, specialty, and/or medical gases, in gaseous and/or liquid form ("Product(s)"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s) (collectively, "Buyer Locations"), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk (including mini and micro bulk), and including on-site generation equipment, upon the terms and conditions set forth in this Agreement, including, without limitation, any rider, exhibit or amendment to this Agreement. The Products covered by this Agreement shall also include Buyer's requirements of (i) welding consumables and equipment, safety products and services, and related supplies as may be designated in any rider, exhibit or amendment hereto, and (ii) any products used by Buyer in substitution for any of the Products described herein. (b) The Products shall be for Buyer's own use, and not for resale, unless the parties execute a resale addendum. Buyer shall not transfill Products from any gas or liquid storage vessels or other equipment ("Equipment") or cylinders provided by Seller into other containers unless the parties execute a transfill addendum.
- 2. TERM:** This Agreement shall be effective as of December 3, 2019 ("Effective Date"). The initial term shall be one year ("Initial Term") measured from the latest of (a) the Effective Date, (b) the date of first delivery of Product by Seller hereunder to the last storage vessel installed at any Buyer Location, or (c) in the event Buyer is contractually bound and prohibited from buying Products under this Agreement by any prior agreement, the date of the earliest expiration or earlier termination of such prior agreement. Thereafter, this Agreement shall automatically renew for successive renewal terms (a "Renewal Term") equal in length to the Initial Term unless terminated at the end of (i) the Initial Term or (ii) any Renewal Term, as the case may be, upon not less than twelve months' prior written notice by either party, given in accordance with Section 22 herein. The Initial Term and any Renewal Terms shall be the "Term". If any Equipment is modified, relocated, replaced, substituted or Seller provides additional Equipment to meet Buyer's gas requirements, then a new Term equal in length to the Initial Term shall commence upon the date of first delivery of Product into the modified, relocated, replacement, substituted or additional Equipment.
- 3. PRICING AND PAYMENT TERMS:** The Product prices, Rental Fees and Facility Fees (which are referred to individually and collectively as the "Price(s)") and related charges ("Charges") are set forth on riders to this Agreement and Exhibit I. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may, at Seller's option, exercise any one or more of the following (in addition to any other remedies available to Seller): (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance a charge at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Equipment, cylinders and/or other containers provided by Seller and terminate, in whole or in part, this Agreement.
- 4. RENTAL/FACILITY FEES:** Seller shall maintain records of cylinder deliveries and returns hereunder and shall charge Buyer rental at the rates in the attached rider ("Rental Fee"). In the event that any Equipment is installed by Seller or its representative at Buyer's facility for storage of Product, Buyer shall pay to Seller, for the availability of said Equipment for use hereunder, a fee computed by Seller for each item of Equipment so installed ("Facility Fee").
- 5. CYLINDER RETURN:** Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings and shall pay Seller the replacement value of any contaminated, lost or damaged cylinders, caps or fittings. Buyer shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Seller.
- 6. BULK SITE REQUIREMENTS; ACCESS:** Buyer shall promptly furnish an accessible, secure location ("Site") for Seller's Equipment at each of its facilities at which Products are required to enable suitable delivery and storage of such Products, including all foundations, bollards, lighting, fences, pipes and other preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Site. Buyer shall also provide at the Site, at Buyer's cost, all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site. Buyer shall begin to pay Facility Fees in the event that Buyer is unable to provide the Site within thirty days after Seller notifies Buyer that Equipment is ready for installation. Authorized representatives of Buyer, Seller and/or Seller's representatives shall have access at all times to the Site, but Buyer shall deny access to all others.
- 7. INSTALLATION:** Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall have no ownership interest in the Equipment installed at the Site by Seller and shall keep same free of any and all liens or claims of any kind. Seller may execute and record in the name of both parties UCC statements evidencing Seller's ownership of the Equipment. Buyer will pay any applicable UCC statement filing charge. Buyer shall pay Seller's freight charges for delivery of the Equipment to Buyer's Location, and Seller's crane and rigging costs associated with the Equipment installation. Buyer shall be responsible and liable for payment of, or, if Seller makes payment, shall reimburse Seller for, all costs arising out of Site conditions requiring additional labor or other costs. Buyer shall maintain adequate fire and extended coverage insurance on the Equipment, with loss payable to Seller. Buyer shall not alter, adjust or repair any Equipment installed by Seller at the Site. Buyer shall be responsible for any loss of, or damage to, such Equipment unless arising as a direct result of Seller's sole negligence. Seller shall not be liable for any delay in installation of any Equipment. Except as provided in Section 15, Buyer shall not permit Equipment furnished hereunder to be filled with any product not furnished by Seller. Buyer shall reimburse Seller for labor, parts and materials as the result of any service call made by Seller or Seller's representative, except for the standard preventative maintenance service as defined by Seller's standard maintenance guidelines.
- 8. EQUIPMENT CHANGE:** If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right to substitute a different size or type of Equipment. The Facility Fee shall be appropriately adjusted by Seller to account for the substitution and Seller will provide written notice to Buyer of the new Facility Fee. This Agreement will cover all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels, bulk storage vessels to on-site generation, or any combination of the preceding.

9. **REMOVAL:** (a) Seller shall have the right to remove any Equipment installed by it within ninety days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of, or damage to Equipment shall remain in full force and effect until Seller effects such removal. (b) Buyer may request Seller to remove any of its Equipment from the Site prior to the end of the Term by making a written request to Seller for Equipment removal and paying to Seller, upon the issuance of an invoice, (i) a pro-rata share of Seller's cost of installing such Equipment which reflects the balance of the Term of this Agreement that is unexpired as of the date of such removal and (ii) the estimated costs associated with the removal of the Equipment and shipping costs to the closest service center of Seller (collectively, "Removal Fee"). Seller will reimburse Buyer for any estimated amounts paid over actual costs following completion of the removal and shipment. No such removal shall affect Buyer's obligation to purchase its requirements for Products from Seller. (c) At the end of the Term, Buyer shall pay a Removal Fee. If Buyer fails to pay the Removal Fee within terms, at Seller's option, this Agreement may be extended for a period of one year from the proposed termination date in the written notice ("Removal Term Extension"). If the Removal Fee is not paid within the Removal Term Extension, Seller shall have the option to extend this Agreement again as permitted in this Section.

10. **DELIVERIES:** (a) Bulk storage Sites shall be accessible for delivery twenty-four hours per day, seven days a week. (b) Seller or its representatives shall usually make deliveries of all other Product(s) on regular business days between the hours of 8:00 a.m. and 5:00 p.m. or at other hours upon agreement of the parties. Buyer shall pay all additional expenses incurred by Seller as a result of deliveries at other hours or any other special delivery. (c) Deliveries made during a strike or other labor disturbance affecting Buyer shall be at Seller's sole option. If Seller does deliver during a strike or labor disturbance, then, notwithstanding anything to the contrary contained in this Agreement, Buyer assumes the entire risk. (d) Seller may refuse to deliver Product(s) to any Buyer Location if Seller reasonably believes that such Buyer Location is unsafe or violates any applicable law or regulation, and Seller shall not be liable for such refusal to deliver. (e) Title and risk of loss of the Products shall pass to Buyer, (i) in the case of bulk Products upon delivery into the storage vessel, and (ii) for all other Products upon delivery to Buyer's Location. (f) Buyer shall monitor Product levels and give Seller reasonable, advance notice of changes in Buyer's Product volume and/or patterns of use. (g) With respect to bulk Product sold hereunder, Seller may, at its sole option, but is not obligated to, make any delivery of less than seventy-five percent of the capacity of the storage vessel. If Buyer's actual volume decreases below eighty-five percent or increases above one hundred and twenty percent of the Buyer provided Estimated Monthly Volumes for three consecutive months, Seller may adjust the Price. (h) Deliveries of Product shall be measured by Seller using the method typically used by Seller for the type of delivery made.

11. **WARRANTY:** Seller warrants that, at the time of delivery, all gas Products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other Products sold by Seller will conform to Seller's or manufacturer's standard specifications. Seller makes no warranty with respect to non-gas Products manufactured by others, but will, on request, to the extent permitted, pass on to Buyer any applicable manufacturer's warranty. Seller warrants that the services shall be performed in a good and workmanlike manner. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**

12. **REMEDIES; LIMITATION OF LIABILITY:** NEITHER SELLER NOR SELLER'S SUPPLIERS OF PRODUCTS ("SELLER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT, EQUIPMENT MANUFACTURED BY SELLER, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. ALL CLAIMS BY BUYER HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF BUYER TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY BUYER OF ANY SUCH CLAIMS AND DEFENSE FOR SELLER AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "BUYER" AND "SELLER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

13. **INDEMNITY:** Intentionally Omitted.

14. **CUSTOM ORDERS/INVENTORY:** If Seller has ordered, manufactured or had manufactured for Buyer any custom or special order goods, including, by way of example only and not limitation, specialty gas blends or mixes, customized safety goods, or specialized Equipment, the expiration or early termination of this Agreement shall not relieve Buyer of its obligation to purchase and pay for all such goods.

15. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources and place them in the Equipment (if any) or, in the case of all other Products, use them at Buyer's Location(s) for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. During this period Buyer shall ensure that Equipment is not damaged and shall compensate Seller if any damages occur and hold Seller harmless for damage or injury.

16. **ALLOCATION:** If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product. Allocation in regard to this Section will completely satisfy and discharge Seller's supply obligations and Seller will, therefore, not be deemed to be in breach of such obligations.

17. **TAXES:** Prices are exclusive of any amount of federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. Buyer shall pay all such taxes, including taxes on any Equipment, except Seller's income tax, either directly to the relevant taxing authority or as collected by Seller. In the event that Buyer claims exemption, full or partial, from such taxes, a properly completed exemption certificate with a list of the applicable exempt purchases, which will be acceptable to the appropriate taxing authorities, must be provided. Buyer will provide the applicable exemption certificate for each Buyer Location. Should such certificate be found invalid, Buyer agrees to bear the burden of any interest and penalties assessed.

18. **PRICE CHANGES:** (a) Seller shall have the right to revise any of the Prices up to five percent in a given calendar year for any one or more of the Products by written notice to Buyer. (b) In the event that Seller increases Prices by an amount greater than five percent in a given calendar year, such increase shall become effective fifteen days after written notice is given to Buyer. If within fifteen days of receiving such notice, Buyer furnishes Seller with a copy of a bona fide firm written offer to sell such Product of the same quantities, of the same quality under similar circumstances at prices lower than such revised Prices, Seller shall have fifteen days within which to, at Seller's sole option, either meet the lower price, exclusive of surcharges, hazmat or regulatory compliance fees, or revert to Seller's Price in effect before the price increase. If Seller agrees to meet such lower price, or reverts to Seller's Price in effect before the price increase, then Seller shall have the right, at its option, to extend the Term for a period of time equal to the Initial Term or the term of the competitive written offer. If Seller does not exercise its option to meet the competitive price or revert to Seller's previous Price, Buyer may terminate this Agreement as to the Product in question by giving Seller thirty days' written notice of such termination. (c) Buyer's rights under this Section shall not apply to any Price increase arising as a result in whole or part of compliance by Seller or its suppliers with federal, state, or municipal taxes, or government agency required audits or other regulations. (d) The adjustments in Sections 8, 10, 16 and Exhibit 1 are not subject to the Price Change provisions as outlined above.

19. **COMPLIANCE; SDS:** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation, purchase and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act, and applicable regulations thereunder, and the Foreign Corrupt Practices Act of 1977, as well as any applicable licenses and consents required by such statutes, regulations, laws and regulations, which licenses and consents shall be obtained by Buyer. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com/sds-search. Buyer understands that the Products must not be used without first consulting the SDS.

20. **BUYER'S RESPONSIBILITIES:** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the Products, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the installation and/or use of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of Seller's Products for the use contemplated by Buyer. After delivery of Products to Buyer pursuant to this Agreement, Buyer assumes all risk and liability arising out of the presence, storage, transport or use of the Products.

21. **GOVERNING LAW; DISPUTE RESOLUTION; CLASS ACTION AND TRIAL BY JURY WAIVER:** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER.** Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum.

22. **NOTICES:** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address as the recipient may provide, and given via the following methods: hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose, and shall be deemed to have been given on the date such notice is hand delivered or sent, as applicable. Notices of excuse of performance, allocation, adjustments to Prices or Charges (including any special charges) provided hereunder may also be sent by U.S. Mail and shall be deemed to have been given two business days after being deposited with the United States Postal Service, if sent by U.S. mail. Notwithstanding the foregoing, a notice of termination under Section 2 or 18 hereof must be given by certified mail or overnight courier providing proof of delivery.

23. **MISCELLANEOUS:** (a) Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder. (b) The invalidity or unenforceability of any provision of this Agreement under the laws of any state in which this Agreement is in effect shall not affect the validity or enforceability of any other provision of this Agreement. (c) Buyer shall not require waiver or release of any personal right or execution of any document that conflicts with this Agreement or provides for additional obligations of the parties from Seller's employees, subcontractors or representatives in connection with Seller's entry onto the premises of Buyer and Buyer agrees that no such release, waiver or document shall be binding, if executed by Seller's employee, subcontractor or representative. (d) The waiver by either party of any of its rights under this Agreement shall not be construed as constituting a precedent. (e) Buyer must receive Seller's consent to assign this Agreement. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. If Buyer transfers a material part of its assets and/or its operations at any Buyer Location or its stock to a third party, Buyer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Buyer Location or Product, in form and content acceptable to Seller. (f) This Agreement and materials marked "Confidential" will be kept confidential by Buyer. (g) Buyer represents and warrants that this Agreement has been duly and validly authorized, executed, and delivered. (h) This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party. (i) As a part of the consideration for this Agreement, the applicable provisions of Section 12 (Remedies; Limitation of Liability) shall extend to and be enforceable by and for the benefit of Seller's Suppliers. (j) This Agreement with any riders, exhibits and/or amendments represents the entire agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective.

City of Chicago (Buyer)

AIRGAS USA, LLC (Seller)

Accepted By: 

Submitted By: _____

Printed Name: _____

Accepted By: _____

Title: Authorized Representative Date: 11 December 2019

Printed Name: _____

Title: _____ Date: _____



Cylinder Gases Rider

Rider to Agreement between City of Chicago and Airgas USA, LLC, with an Effective Date of December 3, 2019

Cylinder prices listed in ~~spreadsheet "Short Term Extension Pricing Direct City of Chicago 11.25.2019"~~ ^{the City of Chicago Purchase order # 117768}

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level, including daily rental fees. Prices for argon, helium, refrigerants, hydrogen, carbon dioxide, nitrous oxide and fuel gases (propane, propylene and ethylene) shall be subject to adjustment based on market prices, and such adjustment shall not be deemed a "Price Change" subject to the provisions of Section 18.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

Charges: Buyer shall pay the Charges below, as well as, other special charges (including charges in the event of any (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, supplying or distributing Product, and/or (ii) additional costs arising or resulting from Product shortages) that Seller may assess. These Charges are not subject to the "Price Changes" provision(s) of Section 18 of the Agreement, and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by Seller. Seller may not have specifically quantified the relationship between such charges and the actual costs associated with such charges, which can vary by Product, service, time and place, among other things.

Delivery Charge is \$25 per delivery

City of Chicago _____ (Buyer)

AIRGAS USA, LLC _____ (Seller)

Accepted By: John G. Miller _____

Submitted By: _____

Printed Name: _____

Accepted By: _____

Title: Chief Procurement Officer _____ Date: _____

Printed Name: _____

Title: _____ Date: _____

Terms of Sale refers to the terms and conditions contained herein and on Seller's website at www.airgas.com. "Seller" refers to Airgas, Inc., on behalf of its subsidiaries and affiliates. "Buyer" refers to the applicant in the account application to which these Terms of Sale are affixed. Each sale of Goods or services by an Airgas company shall be governed by the Terms of Sale. Each contract for the sale of Goods or services between Seller and Buyer ("Contract") shall include the Terms of Sale, together with any other terms describing the Goods or services being sold, their price, delivery terms, and all other special provisions. "Goods" refers to any items of tangible personal property described in any Contract, or otherwise provided by Seller to Buyer.

1. *Delivery.* Seller may deliver the Goods or ship the Goods by a carrier of Seller's selection, F.O.B. shipping point to the Buyer's address in the Contract, unless the Contract provides otherwise. Delivery date(s) are determined from the date of each Contract and are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery.

2. *Buyer's Delay of Acceptance.* If Buyer delays acceptance of the Goods when delivered or ready for shipment, Buyer shall forthwith pay to Seller the full price of the Goods and shall also pay Seller such warehousing and pier charges and other expenses as Seller may incur as a result of Buyer's delay.

3. *Terms of Payment.* Unless otherwise specified in a Contract, Buyer shall make payment in full within 30 days after the date of Seller's invoice. A late payment charge of 1.5% on the unpaid, past due balance, will be assessed monthly (minimum two dollars (\$2.00), or the maximum lawful rate allowable in the state where the Goods are delivered, whichever is less. If a Contract provides for payment other than cash immediately or cash on delivery (COD), Buyer represents that the goods are being purchased for business, commercial or agricultural purposes and not for personal, household, or family use. Buyer represents and warrants that Buyer is and shall remain solvent until Seller receives payment in full for the goods. Buyer shall be in default hereunder and Seller may cancel any Contract without liability to Buyer upon Buyer's failure to make payment as required herein or upon Buyer's failure to comply with any of the terms and conditions contained herein or upon the institution of any voluntary or involuntary bankruptcy, insolvency, receivership or debtor relief processing by or against Buyer or upon Buyer's making of an assignment for the benefit of creditors. If Seller employs any collection agency or attorney to collect any amount due Seller, and/or to repossess any goods, Buyer shall pay all collection fees, attorneys' fees, and court costs, in addition to the amount otherwise unpaid. Seller may bring suit for the collection of any such amount in any jurisdiction or venue Seller may select.

4. *Taxes.* Any taxes imposed by federal, state, or other governmental authority on the sale or use of Goods or the sale or performance of services by an Airgas company shall be paid by Buyer in addition to the purchase price.

5. *Title to Equipment.* Title to all rental equipment shall remain in Seller's name. Buyer shall not cover, modify, remove or otherwise disturb any identification or other indicia of Seller's ownership on any rental equipment.

6. *Security for Goods.* Until Buyer pays Seller in full for any Goods purchased, title to the Goods shall remain in Seller's name and Seller shall have a purchase money security interest in the Goods. If Buyer shall default in any payments, Seller shall have all the rights as holder of such title or as such secured party under the Uniform Commercial Code and/or any other law then in force; and Seller may, in addition, retain as rental any payments received by Seller on account of the purchase price of the Goods, whether Buyer's default shall have occurred before or after delivery. If Seller repossesses the Goods, Seller may resell the Goods after 10 days' prior written notice to Buyer. Seller may file one or more financing statements to perfect such security interests. If necessary, Buyer shall execute such financing statements upon the request of Seller.

7. *Warranty.* All products, other items of sale, cylinders and other containers furnished by an Airgas company shall conform to the description thereof published by the manufacturer at the time of sale and will meet Seller's purity specifications for all gas products. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE.**


8. *Limitation of Liability.* **SELLER SHALL BE LIABLE ONLY FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GAS CYLINDERS AND PRODUCTS, INCLUDING THE REPLACEMENT OF GASES THAT DO NOT MEET ITS PURITY SPECIFICATIONS WITH GASES THAT DO MEET SUCH SPECIFICATIONS. BUYER KNOWINGLY AND FULLY ASSUMES THE RISKS OF TRANSPORTING AND USING COMPRESSED GASES. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT (EXCEPT AS EXPRESSLY PROVIDED HEREIN), INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OF ANY OBLIGATIONS OR ANY PRODUCT, OTHER ITEMS OF SALE, OR EQUIPMENT SOLD OR LEASED BY SELLER, WHETHER SUCH DAMAGE RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR IS RELATED TO STRICT LIABILITY, OR OTHERWISE.**

9. *Period of Limitation of Action.* No action shall be brought by Buyer for any breach of Contract or otherwise in connection with any Goods or services provided or to be provided by Seller more than one year after the cause of action therefore accrues.

10. *Force Majeure.* Service and deliveries by Seller are subject to and contingent upon floods, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Seller's reasonable control. Seller shall advise Buyer in writing of the reason for and anticipated length of any such delay. If any such cause affects only a part of Seller's capacity to perform, Seller will allocate production and deliveries among its customers in a fair and reasonable manner.

11. *Amendments; Entire Agreement; No Variations Permitted.* The Terms of Sale and any Contract executed by Buyer and Seller represent the entire agreement of Buyer and Seller with respect to the sale or rental of Goods and services and supersede all prior agreements, promises, conditions, arrangements, communications, representations and warranties, including, but not limited to, any purchase order, acceptance or other document of Buyer, even if the same is signed or acted upon by Seller. The Terms of Sale and any Contract may be agreed to, amended or supplemented only in a writing executed by authorized representatives of Buyer and Seller. No person other than an authorized representative of Seller has any authority to agree on Seller's behalf to any terms of sale not set forth herein or in a Contract.

The undersigned Buyer, to induce Airgas, Inc., on behalf of its subsidiaries and affiliates, to open an account for Buyer, and in consideration of each sale of Goods which Seller hereafter makes to Buyer, **hereby agrees** as follows: (1) All such sales shall be governed by the Airgas Terms of Sale; (2) Buyer has examined and understands such Terms of Sale; (3) Seller shall have the right to make such investigation of Buyer as Seller may deem appropriate in its discretion, which shall include, without limitation, checking credit, business and personal references; and (4) Seller shall have no obligation to extend credit to Buyer, and Seller may, in its discretion, terminate, at any time, any credit theretofore extended by Seller to Buyer.

Buyer Signature:  Date: 13 December 2019
Buyer Name (Printed): Shannon E. Andrews Buyer Title: CPO
Witness Name: _____ Witness Title: _____

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6e and Pennsylvania Avenue, NW, Washington, DC 20580.

Account Application

Approved By:	
\$ Amount:	
Account #:	
Salesman #:	
Branch:	
Territory:	
Date approved:	

Individual
 Partnership
 Corporation

Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone #: () - - Fax #: () - -

Mobile #: () - - Other #: () - -

Shipping Name: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Phone #: () - - Fax #: () - -

Web Address: _____ DUNS # _____

County, Parish, or Province: _____

Is Ship To Location w/in City Limits? _____

\$ Credit Limit Requested: _____

Check One if Applicable: COD w/ Lease COD w/Rent

Is a Purchase Order Required? _____

Individual Information

Employer: _____

Length of Employment (# yrs): _____

Employer Phone #: () - -

Last 4 Digits of Social Security #: _____ DOB: _____

Do you own your primary residence? Yes No

Landlords Name: _____

Have you ever filed for bankruptcy? Yes No

If yes, what type of bankruptcy? _____ Date Filed: _____

Nearest Relative (not living with you): _____

Phone Number: _____

Corporation/Partnership: General Information

Buyer Name: City of Chicago

Buyer Phone # () - - # Years in Business: _____

Type of Business: Government

Controller Name: Reshma Joni

Controller Phone #: () - -

Accounts Payable Contact Name: _____

Accounts Payable Contact Phone #: () - -

Has your company ever filed for bankruptcy? Yes No

If yes, what type of bankruptcy? _____ Date Filed: N/A

Sales Tax Information

Federal ID #: _____

We are subject to payment of Sales Tax

We are tax-exempt (exemption certificate must be attached and list items for which you are exempt to receive exemption)

Exemption certificate #: _____

Bank Information (All)

Bank Reference Name: _____

Bank Account #: _____

Phone #: () - - Fax #: () - -

Partnership: Partner/Officer Information

Name 1: _____ Last 4 Digits of SSN 1: _____

Title 1: _____

Address 1: _____

City: _____ State: _____ Zip: _____

Name 2: _____ Last 4 Digits of SSN 2: _____

Title 2: _____

Address 2: _____

City: _____ State: _____ Zip: _____

Name 3: _____ Last 4 Digits of SSN 3: _____

Title 3: _____

Address 3: _____

City: _____ State: _____ Zip: _____

Trade References (All)

Name:	Phone # () -	Fax # () -	Acct. #:
Address:	City:	State:	Zip:
Name:	Phone # () -	Fax # () -	Acct. #:
Address:	City:	State:	Zip:
Name:	Phone # () -	Fax # () -	Acct. #:
Address:	City:	State:	Zip:

ADDITIONAL PROVISIONS APPLICABLE TO FEDERAL EMERGENCY MANAGEMENT AGENCY FUNDED AGREEMENTS

Contractor acknowledges that the source of some of the fees it will receive for performing the Services may be financial assistance or grant funds the City will obtain from the Federal Emergency Management Agency ("FEMA"). As such, the following acknowledgements and provisions are hereby made part of this Agreement, and the Contractor agrees to comply, and require its subcontractors to comply, with the following provisions as well as all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. General Civil Rights Provision

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract.

B. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Contract Workhours And Safety Standards Act Requirements

This provision applies to professional service agreements that exceed \$100,000 and employ laborers, mechanics, watchmen and guards. This includes but is not limited to members of survey crews and exploratory drilling operations.

(1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph 1 above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

FEMA and/or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

(4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 (above and this paragraph) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 above.

E. Clean Air and Water Pollution Control

Because of 24 CFR 85.36(l)(12) and federal law, including 42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387, the Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), as amended, on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

G. Lobbying and Influencing Federal Employees

No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

H. Preference for Recycled Products

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in the Project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

I. Access to Records and Reports

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Federal Emergency Management Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of

the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period that is the longer of five years or as required by relevant retention schedules after final payment is made and all pending matters are closed.

J. DHS Seals, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

L. Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

M. The Drug-Free Workplace Act of 1988, Pub. L. No. 200-690

Contractor is obligated to keep its work place free of illegal drugs and must take steps such as the following to ensure compliance with The Drug-Free Workplace Act:

(1) publish a statement and notify employees in writing that illegal drugs are prohibited in the work place; (2) publish and notify employees of the action the Contractor will take against violators of the drug prohibition policy; (3) establish a drug-free awareness program for employees; (4) notify employees that compliance with the drug prohibition is a condition of employment, and that employees must notify the Contractor of any violation of Federal or state drug abuse statutes occurring in the work place within 5 days of conviction; (5) notify the City within 10 days of receipt of an employee conviction notice; (6) take appropriate personnel action within 30 days of receipt of an employee conviction notice; (7) require that the convicted employee participate in an approved drug abuse assistance or rehabilitation program; and (8) make a good faith effort to maintain a drug-free work place during the term of this Agreement.

N. Federal Fair Labor Standards Act (Federal Minimum Wage); Occupational Safety and Health Act of 1970 (OSHA)

This Contract, and any subcontracts, incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee.

The Contractor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor -- Occupational Safety and Health Administration.

O. Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

P. Conflict of Interest

No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Work or Services to which this Contract pertains, will have any personal interest, direct, or indirect, in this Contract. No member of or delegate to the Congress of the United States (pursuant to 41 U.S.C. Section 22) or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed. The Contractor agrees that if the City, by the Commissioner in his or her reasonable judgment, determines that any of Contractor's work for others conflicts with the Work, the Contractor will terminate such other services immediately upon request of the City.

Q. Compliance with Law and Regulations

The Contractor shall comply, and shall require any subcontractors to comply, with all the provisions of FEMA regulations, and all federal, state, and local laws, ordinances and executive orders, including, but not limited to, 44 C.F.R. Part 13; DHS Standard Terms and Conditions Title VI of the Civil Rights Act of

1964, as amended (42 U.S.C. § 2000d et seq.); Fair Housing Act (42 U.S.C. § 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33 as supplemented by 29 C.F.R. Part 5, and the regulations at 29 C.F.R. Part 1926); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); Clean Air Act (42 U.S.C. § 7401 et seq.); Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4106-07); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831); Executive Order 12372; mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163); Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. § 3801 et seq. (in accordance therewith, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement); and Debarment and Suspension (49 C.F.R. § 18.35 and Executive Orders 12549 and 12689). Additionally, the Contractor shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110, A-87, and 2 C.F.R. Part 200 as amended, succeeded or revised.

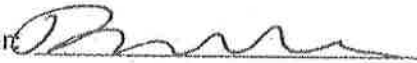
CERTIFICATION REGARDING COMPLIANCE WITH CITY OF CHICAGO ("CITY") AND FEDERAL EMERGENCY
MANAGEMENT AGENCY ("FEMA") EMERGENCY PROCUREMENT TERMS AND CONDITIONS

On behalf of AIRGAS USA LLC ("Contractor"), acknowledge that I have been provided with a copy of both: the ¹ ~~(1) "City of Chicago Terms and Conditions for Emergency Procurements, Blanket Purchase/Term Contracts" and (2) "Additional Provisions Applicable to Federal Emergency Management Agency Funded Agreements."~~ I certify that I have reviewed and understand the aforementioned documents. I further certify that, if awarded a contract by the City (hereinafter referred to as the "Contract"), the Contractor will comply with all provisions of the aforementioned documents in the performance of the Contract, including any modifications, amendments or changes in scope of services made to such Contract.

Under penalty of perjury the person signing below warrants: (1) execution of this certification by Contractor is duly authorized by the Contractor; (2) the signature is being made with complete and full authority to commit the Contractor to all terms and conditions of this certification; and (3) all statements contained in this Certification are true, accurate, and complete as of the date of execution.

Name of Contractor: AIRGAS USA, LLC

Signature of Authorized Officer



Title of Signatory: RENAE SINDELAR -

VP HEALTHCARE - AIRGAS MIDWEST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2020

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 Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 Attn: Houston.Certs@marsh.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
CN115323536-AIRGA-GAWU-19-20	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURED American Air Liquida Inc. Airgas, Inc. 259 N Radnor Chester Road Radnor, PA 19087-5240	INSURER B : N/A	N/A
	INSURER C : Illinois National Insurance Company	23817
	INSURER D : American Home Assurance Company	19380
	INSURER E : New Hampshire Insurance Company	23841
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-003637388-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GL 7032369	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY			CA 7269735 (AOS)	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 7269736 (VA)	07/01/2019	07/01/2020	BODILY INJURY (Per person) \$
A				CA 7269787 (MA)	07/01/2019	07/01/2020	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 031132411 (FL)	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A	WC 031132408 (MA,ND,OH,WA,WI, WY)	07/01/2019	07/01/2020	E.L. EACH ACCIDENT \$ 2,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 031132410 (CA)	07/01/2019	07/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
				Please see Acord 101			E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Chicago is included as additional insured (except Workers Compensation) but only to the limits and extent specified in and required by the referenced written contract.

CERTIFICATE HOLDER City of Chicago Attn: Sandra Blakenmore, Deputy Commissioner, Finance, Procurement, and Energy, 30 N. LaSalle St., Suite 300 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Freeman M. Wade <i>Freeman M. Wade</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED American Air Liquide Inc. Airgas, Inc. 250 N Radnor Chester Road Radnor, PA 19087-5240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued: Effective Dates: 7/1/2019 - 7/1/2020

Carrier: New Hampshire Insurance Company: Policy No.: WC 031132409 (AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, ME, MI, MO, MS, MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, TX, WV)

Carrier: New Hampshire Insurance Company: Policy No.: WC 031132412 (AK, AZ, NC, NH, NJ, PA, UT, VA, VT)

Carrier: AIU Insurance Company: Policy No.: WC 031132413 (IL, KY, MN, NY)

NAMED INSUREDS ON THE ABOVE REFERENCED POLICIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING COMPANIES:

- American Air Liquide Inc.
- American Air Liquide Holdings, Inc.
- Air Liquide Helium America, Inc.
- Air Liquide Advanced Technologies U.S. LLC
- Air Liquide America L.P.
- AL America Holdings, Inc.
- Air Liquide USA LLC
- Air Liquide Industrial U.S. LP
- Air Liquide Largo Industries U.S. LP
- Air Liquide Electronics U.S. LP
- Air Liquide Global E&C Solutions US Inc.
- Air Liquide Technical Services LLC
- Air Liquide America Specialty Gases LLC
- Air Liquide Global E&C Solutions Mexico LLC
- Air Liquide Holdings LLC
- Air Liquide LLC
- Air Liquide Advanced Materials Inc.
- Air Liquide Advanced Materials LLC
- Lurgi, Inc.
- Plains Nitrogen, LLC
- Progressive Resources LLC
- WellGen Services, LLC
- Airgas, Inc.
- Airgas Carbonic, Inc.
- Airgas Carbonic, Inc. d.b.a. Airgas Dry Ice
- Airgas Data, LLC
- Airgas Doral, Inc.
- Airgas Merchant Gases, LLC
- Airgas Nitrogen Services, LLC
- Airgas On-Site Safety Services, Inc.
- Airgas Priority Nitrogen, LLC
- Airgas Safety, Inc.
- Airgas Specialty Products, Inc.
- Airgas USA, LLC
- Nitrous Oxide Corporation
- Radnor Funding Corp.
- Tool Plus, Inc.
- Red-D-Arc Inc.