

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Kemira Water Solutions, Inc. ("Contractor") to provide Ferric Chloride and Ferrous Chloride as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: July 1, 2026 Terminates on: June 30, 2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 1,270,000.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms and Conditions
- (d) Exhibit D – Goods and Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G – Discrimination and Harassment Policy (HR-15)
- (h) Exhibit H – Bid Documents

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Kemira Water Solutions

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Christina M Imbrogno

3/9/2026

Authorized Signature

Date

Christina M Imbrogno, Commercial Support Manager

Printed Name and Title of Person Signing

4321 W 6th Street, Lawrence, KS 66049

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci A. Arredondo, City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1 **Project Objectives.**

The objective of this project is for the supply and delivery of Ferric Chloride and Ferrous Chloride as outlined in the bid specifications incorporated herein by reference from Exhibit H.

2 **Project Scope.**

The Contractor shall provide the goods and insurance as specified. The contractor shall supply Material Safety Data Sheets.

3 **Notices.**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Kemira Water Solutions, Inc.
Attn: Christina M Imbrogno
4321 W. 6th Street
Lawrence, KS 66049

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

4 **Option to Renew.**

The term of the Agreement may be extended on a yearly-to-year basis by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed four (4) years. The price for any succeeding period of service shall be agreed upon by both parties.

EXHIBIT B

INSURANCE REQUIREMENTS

(Chemical Ferric Chloride and Ferrous Chloride)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$3,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Environmental Impairment/Pollution Liability** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
425 N El Dorado Street
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

- 1 **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.
- 2 **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
- 3 **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
 - 3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review the invoice, and if acceptable make payment on approved invoice.
 - 3.2 Upon completion of work and acceptance by the City, Contractor shall have sixty (60) days in which to submit final invoice(s) for payment. An extension may be granted by the City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
- 4 **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
- 5 **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own

expense. The Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than the performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

- 6 **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.
- 7 **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with the City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, the City will not be responsible for paying any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
- 8 **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.
- 9 **Contractor's Status.**
 - 9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
 - 9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10 **Subcontractor.**

- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with the City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and will be bound by its terms. Contractor is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.
- 10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Subcontractors' personnel.

11 **Termination.**

- 11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise

under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

- 12 **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.
- 13 **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney fees, and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.
- 14 **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.
- 15 **Notices.** All notices required herein shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.
- 16 **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
- 17 **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

- 18 **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
- 19 **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
- 20 **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investments that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

Pursuant to Government Code 1090, California Assembly Bill 334: Contractor or Consultants duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor or Consultants participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the contractor pursuant to this agreement.

- 21 **Waiver.** In the event either City or Contractor at any time waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
- 22 **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

- 23 **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
- 24 **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 25 **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.
- 26 **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- 27 **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28 **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29 **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30 **Dispute Resolution; Attorney Fees.** Any dispute arising out of or relating to the terms and provisions of this Agreement shall be addressed in good faith by the parties. If a dispute cannot be resolved through informal negotiations, either party may pursue all remedies available under applicable law.

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred, including reasonable attorneys' fees.

31 **Heading Not Controlling. Headings** used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

32 **Entire Agreement. Integration. and Modification.**

32.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

32.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

33 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

34 **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

GOODS AND SERVICES TERMS AND CONDITIONS

- 1 **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:
 - 1.1 "Services" means, collectively, the services, duties, and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
 - 1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work, or thing delivered by one party to the other, including associated technical documentation. A deliverable can be a tangible or intangible part of the development process and often are specified functions or characteristics of the project.
- 2 **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.
 - 2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.
 - 2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both, shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project, but shall not weaken the character or intent of the GTC.
- 3 **Time for Performance.**
 - 3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.
 - 3.2 Timeliness of Performance
 - i) Contractor shall provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F.
 - ii) Neither Contractor nor Contractor's agents, employees, nor subcontractors are entitled to any damages from the City, nor is any party entitled to be

reimbursed by the City, for damages, charges, or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4 **Standard of Performance.**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

- 4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractors shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration, or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.
- 4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall ensure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5 **Compensation.**

- 5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6 Reports and Information.

Contractor shall, at such times and in such forms as the City may require, furnish the City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement as specified in Exhibit A and Exhibit E.

7 Findings Confidential.

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

8 Right of Inspection.

All Deliverables furnished by the Contractor must be as specified in Exhibit A and will be subject to inspection and approval of the City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, the Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverables prior to inspection shall not constitute acceptance of the Deliverables.

9 Warranty.

Contractor warrants that (i) any Deliverable created or performed by Contractor for City

under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry, any express or implied warranty stated or advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of the Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10 **Ownership.**

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon delivery and acceptance, the Deliverable delivered by the Contractor shall become the exclusive property of the City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material, and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to the City or shall dispose of this property only according to the City's instructions.

11 **Applicable Laws.**

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

Deliverables must conform to all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

12 Prevailing Wage.

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date, and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

13 Shipping Terms.

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14 Deliveries.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may cancel the Agreement and hold Contractor liable for damages incurred due to the untimely delivery, including but not limited to the additional costs resultant from City procuring substitute Deliverables elsewhere.

15 Price and Quantities.

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1 **Project Price.**

1.1 The maximum the Contractor shall be paid on this Agreement is \$1,270,000.00 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.3 Annual cost adjustments may be made, as necessary, to increase or decrease the unit cost. The annual increase shall not exceed three percent (3%) for each succeeding year. Any increase requested must be submitted at least sixty (60) days before requested implementation date. In the event that the supplier finds it necessary to increase the base price in any given year, the supplier shall provide evidence satisfactory to the City documenting the reason(s) for and actual cost of the cost increase. Annual cost decreases are allowed with written notice to the City.

2 **Item Price.** Below is the price for the products as described in Exhibit A of this Agreement.

Item	Description	Item Price
1	Ferric Chloride	\$1,164.00/Dry Ton
2	Ferrous Chloride	\$1,165.00/Dry Ton

3 **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Municipal Utilities Department
Attention: Program Manager III - Wastewater
2500 Navy Drive
Stockton, CA 95206

Email: MUDFinance@stocktonca.gov;
Kathryn.garcia@stocktonca.gov

EXHIBIT F

TIMELINE

- 1 Contractor shall complete the requested services identified in Exhibit A as follows:

Contractor shall confirm all orders received by email or phone within twenty-four (24) hours of the request.

Orders are to be delivered on the date requested for delivery or on the soonest available date if the date requested is unavailable. If no date is requested, the order will be delivered within seven (7) days.

Orders delivered through a subcontracted delivery service may not be canceled or rescheduled without prior notification to the City and may not be rescheduled more than once per order.

Contractor shall notify the City in advance of holiday closures that may affect order delivery.

EXHIBIT G

DISCRIMINATION AND HARASSMENT POLICY (HR-15)

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 1 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/96, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/96
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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
 - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
 - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
 - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 - 2. Unfounded: The investigation proved that the act(s) or omission(s)

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 13 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.
 - E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
 - F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 14 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

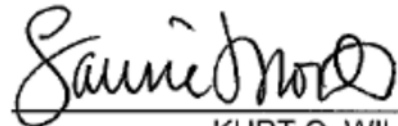
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/84, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER

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**BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 06-2026
SUPPLY AND DELIVERY OF FERRIC CHLORIDE**

I hereby agree to furnish FERRIC CHLORIDE identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Kemira Water Solutions, Inc.
Address: 4321 W. 6th St.
Lawrence, KS 66049
City, State, ZIP: _____
Phone: (785) 842-7424
Email: Kwsna.bids@kemira.com
Authorized Representative: Christina M. Imbrogno
Signature: 
Date: 2/17/2026

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER THROUGH .

SPECIFIC DEVIATIONS:

- This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Short load pricing for Peninsula area - Sewer Authority Mid-Coastside
(1000 gallons)
Short load pricing for Central Valley area - City of Turlock (600 and 405 gallons)

Description of Emergency Supply Plan: Provide a summary of vendor's plans to continue to supply product in the event of an unexpected disaster or urgent emergency event.

see attached information

STANDARD AGREEMENT, PAGE 2 OF 2

Emergency/Priority Delivery Service Policy

Kemira endeavors to provide its customers with product as customers' needs require and Kemira has set up several distribution terminals throughout North America to accommodate those needs. In cases where there is a shortage of product or disruption of production, Kemira's redundancy system is set up to accommodate, within its control, hardship situations. Priority shall be given based on contractual requirements and inventory levels in customers' tanks. Kemira shall give priority to contractual accounts over non-contractual accounts and municipal contracts over industrial accounts. In any event, Kemira shall review all accounts fairly and will make every reasonable effort to offer alternative products where feasible.

Mojave Plant Information

The Kemira Water Solutions Mojave Plant is located at 18700 Highway 14 North, Mojave, CA 93501. The Mojave plant has been manufacturing Ferrous and Ferric Chloride since 1988. The 35 years of experience have provided the Mojave Plant with the technical expertise to supply high quality Ferrous and Ferric Chloride in a safe and sustainable manner. The well-founded relationship with our suppliers, local community, and regulatory agencies along with the advanced manufacturing controls in place at the plant, makes the Mojave site a reliable supplier of Ferrous and Ferric Chloride.

Ferrous and Ferric Chloride are manufactured from a variety of NSF approved raw materials, including Hydrochloric Acid, Chlorine, Scrap Steel, and Spent Pickling Liquor.

The Mojave Plant is one of the four Kemira Manufacturing facilities in North America that produces Ferrous and Ferric Chloride using chlorine as one of the raw materials. The use of chlorine allows the process to run continuously and efficiently, depleting nearly all the Hydrochloric acid from the finished products. The result is a purer Ferrous and Ferric Chloride solution.

Similar to the other raw materials used at the site, Kemira buys chlorine from multiple sources from different regions in North America. Hydrochloric Acid is supplied in a low concentration, and it can be substituted by the Spent Pickle Liquor which is purchased from numerous steel industries across the country.

All raw materials can be received by railcar or in truckloads, mitigating the risks of supply disruption due to transportation issues. Moreover, Kemira has its own trucking division centrally located at the Fontana Location. As such, Kemira is not dependent on outside carriers to deliver its products.

The Mojave plant holds a buffer inventory that is equivalent to five days on hand of an average demand. Extra inventory is also held at the Fontana site and other sites in the country, eliminating risks of demand fulfillment interruptions. Furthermore, the manufacturing operation in Mojave is committed to maintaining equipment reliability and critical spare parts available on site, reducing the possibilities of an unexpected downtime.

Below is a list of the Mojave Plant's current production volumes and storage capacities.

Ferric and Ferrous Chloride:

Capacity: Approximately 10,000 DT/month (Both Ferrous and Ferric Chloride)

Current Demand: Approximately 5,000 DT/month (Ferric Chloride) and 60 DT (Ferrous Chloride)

On-Site Storage Capacity: Approximately 1,000 DT

Raw Material Storage:

Scrap Steel:	Approximately 1,800 tons of storage capacity.
SPL, Spent Pickle Liquor:	40,000 gallons on-site storage tanks and an average rail track storage of 10 railcars (160,000 gallons).
Hydrochloric Acid:	40,000 gallons on-site storage tanks and an average rail track storage of 4 railcars (64,000 gallons).
Chlorine:	720 tons on-site railcars connected to the process and additional average rail track storage of 8 railcars.

The Mojave plant has the capacity to store up to 57 railcars, so more inventory can be held for the raw materials above.

BIDDER INFORMATION

1. Legal Name of Bidder: Kemira Water Solutions, Inc.

2. Bidder's Street Address: 4321 W. 6th St.
Lawrence, KS 66049

3. Mailing Address: 4321 W. 6th St.
Lawrence, KS 66049

4. Business Telephone: (785) 842-7424 Fax Number: (785) 842-2629

5. Type of Supplier:
 - Sole Proprietor
 - Partnership
 - Corporation
 - LLC
 If Corporation, indicate State where incorporated: Delaware

6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 130579-59 Issuing City: Los Angeles

7. Supplier Federal Tax Identification Number: 59-3657872

8. Emergency Contact: Name: Customer Service
 Phone Number: (800) 927-3950

9. Order Contact: Name: Customer Service
 Address: Atlanta, GA
 Phone Number: (800) 927-3950 Fax Number: (700) 436-3432
 Email: ILW-customer service @ Kemira.com

10. References:

Company/Agency Name	Contact Name	Phone Number
1) <u>East Bay MUD</u>	<u>Christopher Aman</u>	<u>(510) 821-1654</u>
2) <u>Silicon Valley Cleanwater</u>	<u>Daniel Buenrostro</u>	<u>(150) 832-1211</u>
3) <u>Delta Diablo Sanitary District</u>	<u>Nick Skinner</u>	<u>(925) 260-5071</u>

11. Chemical Manufacturer's name and address (if different from Bidder):
Kemira Water Solutions, Inc.
Mojave, CA

KEMIRA WATER SOLUTIONS, INC.
CERTIFICATE OF THE SECRETARY

As of February 10, 2025

The undersigned, Shannan Krippner, hereby certifies that she is the duly elected, qualified, and acting Assistant Secretary of Kemira Water Solutions, Inc., a Delaware corporation (the “*Corporation*”), and the undersigned hereby further certifies that:

1. As of the date hereof, the persons named below are the duly elected and qualified officers of the Corporation holding the offices set forth opposite their respective names:

Officers	Title
Paul Kimberling	President and Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President and Secretary
Adisty Womack	Assistant Secretary
Shannan Krippner	Assistant Secretary

2. Attached hereto as Exhibit 1 is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, effective as of February 3, 2025 and the relevant portion of Exhibit A attached thereto, and such resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the Secretary as of the date first written above.



Shannan Krippner
Assistant Secretary

EXHIBIT 1

Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, effective as of February 3, 2025

Removal and Appointment of Officers

NOW, THEREFORE, BE IT RESOLVED, that effective as of the date hereof, all of the officers appointed by the Board prior to the date hereof are hereby removed from their respective offices;

FURTHER RESOLVED, that effective as of the date hereof, the following named persons be, and hereby are, elected to the offices of the Corporation opposite their respective names, each to serve until his/her successor is duly elected and qualified or his/her earlier resignation or removal:

Name	Title
Paul Kimberling	President & Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Adisty Womack	Assistant Secretary
Shannan Krippner	Assistant Secretary

Signature Authority

FURTHER RESOLVED, that effective as of January 1, 2025, the individuals set forth on **Exhibit A** attached hereto (each, individually, an “*Authorized Person*” and collectively, the “*Authorized Persons*”) be, and hereby are, authorized, empowered, and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation the documents described opposite their respective name on **Exhibit A**, and any documents so executed and delivered by any Authorized Person between January 1, 2025 and the date hereof are hereby ratified, confirmed and approved;

**EXHIBIT A to Resolutions adopted by Unanimous Written Consent of the Board of
Directors in Lieu of Special Meeting, effective as of February 3, 2025**

Signature Authorization

Water Solutions		
Name	Authority	Title
Christina Imbrogno	Any product bids, product agreements and/or service agreements for the sale of products or services to municipal customers in North America for the Commercial, Urban Water Team of the Water Solutions Business Unit.	Manager, Commercial Support, Urban Water, NA
Gayla Walker	Any product bids, product agreements and/or service agreements for the sale of products or services to municipal customers in US for the Commercial, Urban Water Team of the Water Solutions Business Unit.	Commercial Support, Urban Water, US

**Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Bid**

State of ~~California~~ Kansas)
County of Douglas) ss.

Christina M. Imbrogno, being first duly sworn, deposes and says that he or she is the
(Bidder's Authorized Representative)

Commercial Support Manager of Kemira Water Solutions, Inc. the party making the
(Title of Representative) (Legal Name of Bidder)

foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

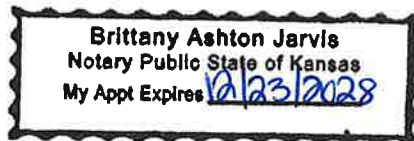
I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Christina M. Imbrogno
Signature of: President, Secretary,
Manager, Owner, or Representative

Subscribed and sworn to before me this, 17 day of February, 20 26

Brittany Ashton Jarvis
Signature of Notary Public In and For

The County of Douglas
State of Kansas



All Signatures Must Be Witnessed By Notary

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 06-2026
FOR SUPPLY AND DELIVERY OF FERRIC CHLORIDE

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)

<https://bacwa.org/about-bacc/>

No later than 4:00 PM. PT
Thursday, February 19, 2026

Legal Name of Bidder:

Kemira Water Solutions, Inc.

Business Address

4321 W. 6th St.
Lawrence, KS 66049

Telephone Number: (785) 842-7424

Facsimile Number: (785) 842-2629

Email Address: Kwsna.bids@kemira.com

Authorized Representative (Please Print):

Christina Imbrogna

Signature: *Christina Imbrogna*

Date: 2/17/2026

I. **All costs except California State sales tax and tariffs** for the purchase of FERRIC CHLORIDE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. **Bidders must submit all of the following, attached to this Bid Form:**

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. **Bidder Obligations**

By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

BAY AREA CHEMICAL CONSORTIUM
Worksheet
BID NO. 06-2026
FERRIC CHLORIDE

Refer to paragraph 2.4 Bid Pricing for full details.

*Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.
Bid prices shall be based on bulk deliveries of 1 ton or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.*

	Unit of Measure	Bid Price per Unit of Measure
Ferric Chloride		
<u>Central Valley</u>	dry ton	\$ <input type="text"/>
City of Stockton		
City of Turlock		
<u>East Bay</u>	dry ton	\$ <input type="text"/>
Alameda County Water District		
City of Hayward		
City of San Leandro		
<u>Marin Sonoma Napa</u>	dry ton	\$ <input type="text"/>
Central Marin Sanitation Agency		
Las Gallinas Valley Sanitary District		
Napa Sanitation District		
North Marin Water District		
Sausalito Marin City Sanitary District		
<u>North Bay</u>	dry ton	\$ <input type="text"/>
City of Pinole (Pinole/Hercules WPCP)		
Delta Diablo Sanitation District		
West County Wastewater District		
<u>Peninsula</u>	dry ton	\$ <input type="text"/>
City of South San Francisco		
City of Millbrae		
City of San Mateo		
Sewer Authority Mid-Coastside		
<u>Sacramento</u>	dry ton	\$ <input type="text"/>
City of Roseville		
<u>South Bay</u>	dry ton	\$ <input type="text"/>
City of Watsonville		
San Jose - Santa Clara Regional Wastewater Facility		
<u>Tri Valley</u>	dry ton	\$ <input type="text"/>
City of Livermore		

DO NOT SUBMIT WORKSHEET
ENTER BID PRICES VIA ELECTRONIC BID PLATFORM

State of Kansas
County of Douglas

Kemira Water Solutions, Inc.
Affidavit of Compliance

This is to certify that the Ferric Chloride (Kemira PIX-311) and manufactured by **Kemira Water Solutions, Inc.** meets or exceeds all specifications required by the Bay Area Chemical Consortium (BID No. 06-2025) and those specifications as established by the latest American Water Works Association standards. All products bid have been certified under ANSI/NSF Standard 60.

Deliveries will be made with Kemira trucks and dedicated trucks from Chemical Transfer.
Chemical Transfer, Stockton, CA, Mike Ellis (800) 874-7444
Our third party hauler can and will deliver Ferric Chloride to each and every participating BACC Agency.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 17
day of February, 2026.

Kemira Water Solutions, Inc.

By: 

Name: Christina Imbrogno

Title: Commercial Support Manager

This instrument was signed and sworn to before me on 17 day of February, 2026 by Christina Imbrogno as Commercial Support Manager of Kemira Water Solutions, Inc.

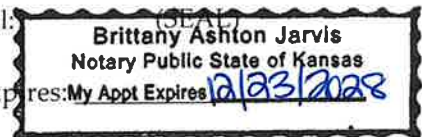


Signature of Notary Public

Print Name: Brittany Ashton Jarvis

Attach Notarial Seal:

My appointment expires:





KEMIRA PIX-311

37 - 42% Fe Chloride Solution

KEMIRA PIX-311

KEMIRA PIX-311 is an effective primary coagulant in liquid form based on trivalent iron (Fe³⁺). It functions very well for process and wastewater clarification and can be used for color removal, arsenic removal, phosphate removal, heavy metal removal, and lime softening applications. KEMIRA PIX-311 can also effectively be used for hydrogen sulfide control, struvite control and in sludge conditioning applications.

Certification / Approval

KEMIRA PIX-311 meets or exceeds all the requirements of the current AWWA Standard B407 and is NSF/ANSI Standard 60 certified for use in potable water treatment.

Product Typical Properties

Appearance	Dark brown liquid
Specific Gravity	1.39 - 1.46
FeCl ₃	37 – 42 wt. %
Fe _{TOT}	12.7 – 14.8 wt. %
Fe (III)	12.7 – 14.5 wt. %
Fe (II)	≤ 0.3 wt. %
Free Acid (HCl)	≤ 1.0 wt. %
Freezing	-20°C / -4°F

This TDS is a general representation of the product. Detailed product specification/analysis is available upon request.

Dosing

KEMIRA PIX-311 should be fed straight. No dilution or preparation is required. A diaphragm metering pump of non-corrosive material is suitable.

Storage

KEMIRA PIX-311 is highly corrosive and contact with metal equipment should be avoided. Storage tanks and piping should be constructed of suitable material such as fiberglass or cross-linked polyethylene. KEMIRA PIX-311 has a recommended shelf life of twelve (12) months in an appropriate storage environment. With this product the storage tank should be inspected yearly and cleaned if necessary.

Handling / Safety

The handling of any chemical requires care. Anyone responsible for using or handling of KEMIRA PIX-311 should familiarize themselves with the full safety precautions outlined in our Safety Data Sheet.

Delivery

Shipping Instructions; Corrosive Liquid, Acidic, Inorganic, n.o.s., 8, UN 2582, P.G. III.

Kemira makes this information available as an accommodation to its customers and it is intended to be solely a guide in customer's evaluation of the products. You must test our products, to determine if they are suitable for your intended uses and applications, as well as from the health, safety and environmental standpoint. You must also instruct your employees, agents, contractors, customers or any third party which may be exposed to the products about all applicable precautions. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. You assume full liability and responsibility for compliance with all information and precautions, and with all laws, statutes, ordinances and regulations of any governmental authority applicable to the processing, transportation, delivery, unloading, discharge, storage, handling, sale and use of each product. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use. xxxxxx are trademarks or registered trademarks of Kemira Oyj or its subsidiaries.

KEMIRA OYJ

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Finland

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Tel +55 11 2189 4900

SAFETY DATA SHEET

according to the OSHA Hazard Communication Standard

KEMIRA PIX-311Version
1.9Revision Date:
07/03/2024Date of last issue: 07/03/2024
Date of first issue: 02/20/2015**SECTION 1. IDENTIFICATION**Product name : **KEMIRA PIX-311****Manufacturer or supplier's details**

Company name of supplier : Kemira Water Solutions, Inc.
Address : 200 Galleria Parkway, Suite 1500
Atlanta GA 30339-5979
Telephone : (770) 436-1542
Telefax : (770) 436-3432
E-mail address of person responsible for the SDS : us-customerservice@kemira.com
Emergency telephone number : CHEMTREC (24 Hours): 1-800-424-9300

Recommended use of the chemical and restrictions on use

Recommended use : Water treatment chemical
Restrictions on use : Do not use for other purposes than the identified uses.

SECTION 2. HAZARDS IDENTIFICATION**GHS classification in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200)**

Corrosive to metals : Category 1
Acute toxicity (Oral) : Category 4
Skin irritation : Category 2
Serious eye damage : Category 1

GHS label elements

Hazard pictograms :

Signal word : **Danger**

Hazard statements : H290 May be corrosive to metals.
H302 Harmful if swallowed.
H315 Causes skin irritation.
H318 Causes serious eye damage.

Precautionary statements :

Prevention:

P234 Keep only in original container.
P264 Wash face, hands and any exposed skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.

SAFETY DATA SHEET

according to the OSHA Hazard Communication Standard

KEMIRA PIX-311Version
1.9Revision Date:
07/03/2024Date of last issue: 07/03/2024
Date of first issue: 02/20/2015

P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.

P302 + P352 IF ON SKIN: Wash with plenty of water.

P332 + P313 If skin irritation occurs: Get medical advice/ attention.

P362 Take off contaminated clothing and wash before reuse.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P390 Absorb spillage to prevent material damage.

Storage:

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/container as special waste in compliance with local and national regulations.

Other hazards

Heating above the decomposition temperature can cause formation of hydrogen chloride. May lower the pH of water and thus be harmful to aquatic organisms.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture
Chemical nature : Iron (III) chloride solution

Components

Chemical name	CAS-No.	Concentration (% w/w)
Iron trichloride	7705-08-0	> 35 - < 45
Hydrochloric acid	7647-01-0	<= 2

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

General advice : Show this safety data sheet to the doctor in attendance.

If inhaled : Provide fresh air, warmth and rest, preferably in a comfortable upright sitting position.
If symptoms persist, seek medical advice.

In case of skin contact : Take off all contaminated clothing immediately.
Wash off immediately with plenty of water for at least 15 minutes.
If skin irritation persists, call a physician.

In case of eye contact : In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.



SAFETY DATA SHEET

according to the OSHA Hazard Communication Standard

KEMIRA PIX-311

Version
1.9

Revision Date:
07/03/2024

Date of last issue: 07/03/2024
Date of first issue: 02/20/2015

If swallowed	: In case of contact, immediately flush eyes with plenty of water for at least 30 minutes. Rinse immediately with plenty of water, also under the eyelids. Prevent rinsing water from flowing into the other eye. Remove contact lenses, if present and easy to do. Continue rinsing. Continue rinsing eyes during transport to hospital.
Most important symptoms and effects, both acute and delayed	: If swallowed, DO NOT induce vomiting. Rinse mouth with water. Get medical advice/ attention if you feel unwell. Harmful if swallowed. Causes serious eye damage. Causes skin irritation. Effects are immediate or delayed. Symptoms may include: Central nervous system depression Headache Nausea Dizziness Blistering Irritation Burn Pain Redness Rash
Protection of first-aiders	: First Aid responders should pay attention to self-protection and use the recommended protective clothing
Notes to physician	: All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred. Treat symptomatically.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	: Not combustible. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Unsuitable extinguishing media	: No special requirements.
Specific hazards during fire-fighting	: Heating above the decomposition temperature can cause formation of hydrogen chloride.
Further information	: If possible remove containers / tanks from the dangerous area. Cool containers/tanks with water spray. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	: Exposure to decomposition products may be a hazard to health. In the event of fire, wear self-contained breathing apparatus.

SECTION 6. ACCIDENTAL RELEASE MEASURES

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Personal precautions, protective equipment and emergency procedures	: Keep unnecessary and unprotected personnel from entering the involved area. Ensure adequate ventilation. Wear respiratory protection. Use personal protective equipment. Wear suitable protective clothing, gloves and eye/face protection.
Environmental precautions	: Do not allow uncontrolled discharge of product into the environment.
Methods and materials for containment and cleaning up	: Clean-up methods - small spillage Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up. Must be disposed of in accordance with local and national regulations. Clean-up methods - large spillage Remove spill using a vacuum truck. Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up remaining material. Must be disposed of in accordance with local and national regulations.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling	: Handle in accordance with good industrial hygiene and safety practice. The work place and work methods shall be organized in such a way that direct contact with the product is prevented or minimized. Avoid contact with skin, eyes and clothing. Wear personal protective equipment. Wear suitable gloves and eye/face protection. Keep away from incompatible materials. May be corrosive to metals. Bases Strong oxidizing agents
Conditions for safe storage	: Keep away from incompatible materials. Ensure adequate ventilation. For quality reasons: Keep at temperatures above 0 °C. Keep at temperatures below 30 °C.
Materials to avoid	: Metals Bases Strong acids Oxidizing agents

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Reducing agents
Sulphides
sulphites

Packaging material : Suitable material: plastic (PE, PP, PVC), fiberglass-reinforced polyester, rubber-coated steel
Unsuitable material: Avoid contact with unalloyed steel or galvanized surfaces., stainless steel (AISI 304), materials not resistant to acid, Copper, Aluminium, Iron, Zinc, brass, titanium

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
Iron trichloride	7705-08-0	TWA	1 mg/m3 (Iron)	ACGIH
		TWA	1 mg/m3 (Iron)	OSHA P0
		TWA	1 mg/m3 (Iron)	NIOSH REL
Hydrochloric acid	7647-01-0	C	2 ppm	ACGIH
		C	5 ppm 7 mg/m3	NIOSH REL
		C	5 ppm 7 mg/m3	OSHA Z-1
		C	5 ppm 7 mg/m3	OSHA P0

Engineering measures : Ensure adequate ventilation.

Personal protective equipment

Respiratory protection : Respiratory protection is not required under normal handling conditions.

Hand protection

Remarks : Protective gloves and Chemical resistant gloves.

Eye protection : Wear eye protection/ face protection.
Tightly fitting safety goggles or face-shield.

Skin and body protection : Wear protective clothing if necessary.
Use rubber boots.
face shield

Protective measures : Ensure adequate ventilation, especially in confined areas.
Ensure that eyewash stations and safety showers are close to the workstation location.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical state : liquid

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Colour	:	dark brown
Odour	:	slightly acidic
Odour Threshold	:	No data available
pH	:	< 1 (68 °F / 20 °C) Concentration: 100 %
Freezing point	:	-4 °F / -20 °C
Melting point	:	No data available
Boiling point/boiling range	:	212 - 228 °F / 100 - 109 °C
Flash point	:	Not applicable inorganic compound
Flammability (liquids)	:	Not flammable
Upper explosion limit / Upper flammability limit	:	Not applicable
Lower explosion limit / Lower flammability limit	:	Not applicable
Vapour pressure	:	23 hPa (68 °F / 20 °C)
Relative vapour density	:	No data available
Relative density	:	No data available
Density	:	1.38 - 1.50 g/cm ³ (68 °F / 20 °C)
Solubility(ies) Water solubility	:	miscible, At dilution to less than 1% of FeCl ₃ , precipitation of iron hydroxide occurs. (68 °F / 20 °C)
Partition coefficient: n-octanol/water	:	Not applicable inorganic compound
Auto-ignition temperature	:	not auto-flammable
Decomposition temperature	:	572 °F / 300 °C
Viscosity Viscosity, dynamic	:	5 - 15 mPa.s (68 °F / 20 °C)
Viscosity, kinematic	:	not determined
Oxidizing properties	:	Not oxidizing
Surface tension	:	No data available
Particle characteristics	:	

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Assessment : Not applicable

SECTION 10. STABILITY AND REACTIVITY

Reactivity : Corrosive to metals.

Chemical stability : Stable under normal conditions.

Possibility of hazardous reactions : Contact with certain metals may form hydrogen gas, which in turn may form explosive mixtures of gases with air.

Reacts with the following substances:
Strong acids and strong bases
Strong oxidizing agents

Conditions to avoid : Avoid extreme temperatures.
Do not freeze.
Avoid storage at high temperatures.

Incompatible materials : Metals
Bases
Strong acids
Oxidizing agents
Reducing agents
Sulphides
sulphites

Hazardous decomposition products : Heating above the decomposition temperature can cause formation of hydrogen chloride.

SECTION 11. TOXICOLOGICAL INFORMATION**Acute toxicity**

Harmful if swallowed.

Product:Acute oral toxicity : Acute toxicity estimate: approximately 1,000 - 1,700 mg/kg
Remarks: Harmful if swallowed.**Components:****Iron trichloride:**

Acute oral toxicity : LD50 (Rat): 220 mg/kg
Method: OECD Test Guideline 423
Remarks: Calculated as Fe
Acute toxicity estimate: 500 mg/kg

Acute inhalation toxicity : No observed adverse effect level: 1.1 mg/l
Method: EPA OPP 81-3

Acute dermal toxicity : LD50 (Rat): > 2,000 mg/kg
Method: OECD Test Guideline 402
Remarks: Read-across (Analogy)

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CAS-No.
7758-94-3

LD50 (Rat): > 881 mg/kg
Method: OECD Test Guideline 402
Remarks: Calculated as Fe

Hydrochloric acid:

Acute inhalation toxicity : LC50 (Rat): 4701 ppm
Exposure time: 30 min
Test atmosphere: gas
Remarks: gas

LC50 (Rat): 8.3 mg/l
Exposure time: 30 min
Test atmosphere: aerosol
Remarks: aerosol

Acute dermal toxicity : Remarks: No data available

Skin corrosion/irritation

Causes skin irritation.

Product:

Remarks : Causes skin irritation.

Components:

Iron trichloride:

Species : Rabbit
Method : OECD Test Guideline 404
Result : irritating
GLP : yes
Test substance : ferrous sulfate heptahydrate

Hydrochloric acid:

Species : EPISKIN Human Skin Model Test
Exposure time : 1 h
Method : OECD Test Guideline 431
Result : Corrosive
GLP : yes

Serious eye damage/eye irritation

Causes serious eye damage.

Product:

Remarks : Causes serious eye damage.

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Components:

Iron trichloride:

Species : Rabbit
 Result : Causes serious eye damage.
 Method : OECD Test Guideline 405
 GLP : yes
 Remarks : Read-across (Analogy)
 7758-94-3
 dry substance

Hydrochloric acid:

Species : Rabbit
 Result : Risk of serious damage to eyes.
 Method : OECD Test Guideline 405
 Test substance : yes
 Remarks : 0,1 ml, conc. 10 %

Respiratory or skin sensitisation

Skin sensitisation

Not classified due to lack of data.

Respiratory sensitisation

Not classified due to lack of data.

Product:

Remarks : contains
 Nickel dichloride
 May cause an allergic skin reaction.

Components:

Iron trichloride:

Test Type : Local lymph node assay (LLNA)
 Species : Mouse
 Method : OECD Test Guideline 429
 Result : Not sensitizing.
 Test substance : ferrous sulfate

Hydrochloric acid:

Test Type : Maximisation Test
 Exposure routes : Skin contact
 Species : Guinea pig
 Result : Not sensitizing.

Germ cell mutagenicity

Not classified due to lack of data.

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Genotoxicity in vitro : Remarks: Based on available data, the classification criteria are not met.

Components:**Iron trichloride:**Genotoxicity in vitro : Test Type: Ames test
Test system: Salmonella typhimurium
Metabolic activation: with and without
Method: OECD Test Guideline 471
Result: negative
Test substance: ferric chloride**Hydrochloric acid:**Genotoxicity in vitro : Test Type: In vitro mitotic recombination
Test system: Saccharomyces cerevisiae
Metabolic activation: with and without
Result: negative**Carcinogenicity**

Not classified due to lack of data.

Product:

Remarks : Based on available data, the classification criteria are not met.

Components:**Iron trichloride:**Species : Rat
Application Route : Oral
Exposure time : 2 years
NOAEL : > 0.5 %
Test substance : ferric chloride**Hydrochloric acid:**Species : Rat
Application Route : Inhalation
 : 15 mg/m³
Method : OECD Test Guideline 451**IARC** No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.**OSHA** No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.**NTP** No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

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Reproductive toxicity

Not classified due to lack of data.

Product:

Effects on fertility : Remarks: Based on available data, the classification criteria are not met.

Components:

Iron trichloride:

Effects on fertility : Test Type: Reproductive effects
Species: Rat
Application Route: Oral
General Toxicity - Parent: NOAEL: > 500 mg/kg body weight
Method: OECD Test Guideline 422

Effects on foetal development : Species: Rat
Application Route: Oral
Teratogenicity: NOAEL: > 1,000 mg/kg body weight
Method: OECD Test Guideline 422
Result: Did not show teratogenic effects in animal experiments.

Hydrochloric acid:

Effects on fertility : Remarks: No data available

Effects on foetal development : Remarks: No data available

STOT - single exposure

Not classified due to lack of data.

Product:

Remarks : Based on available data, the classification criteria are not met.

Components:

Iron trichloride:

Assessment : The substance or mixture is not classified as specific target organ toxicant, single exposure.

Hydrochloric acid:

Assessment : May cause respiratory irritation.

STOT - repeated exposure

Not classified due to lack of data.



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Product:

Remarks : Based on available data, the classification criteria are not met.

Components:

Iron trichloride:

Assessment : The substance or mixture is not classified as specific target organ toxicant, repeated exposure.

Hydrochloric acid:

Assessment : The substance or mixture is not classified as specific target organ toxicant, repeated exposure.

Aspiration toxicity

Based on available data, the classification criteria are not met.

Product:

No aspiration toxicity classification

Components:

Iron trichloride:

No aspiration toxicity classification

Hydrochloric acid:

No aspiration toxicity classification

Experience with human exposure

Product:

Inhalation	:	Remarks: Effects are immediate and delayed. Inhalation may provoke the following symptoms: No symptoms known or expected. Remarks: Chronic Symptoms: None known.
Skin contact	:	Remarks: Effects are immediate and delayed. Skin contact may provoke the following symptoms: Skin irritation skin rash Remarks: Chronic Symptoms: None known.
Eye contact	:	Remarks: Effects are immediate and delayed. Corrosive to eyes and may cause severe damage including blindness. Remarks: Chronic Symptoms: None known.
Ingestion	:	Remarks: Effects are immediate and delayed. Ingestion may provoke the following symptoms: Harmful by ingestion.

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Symptoms and signs include headache, dizziness, fatigue, muscular weakness, drowsiness and in extreme cases, loss of consciousness.

Gastrointestinal discomfort

Remarks: Chronic Symptoms:

None known.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Toxicity to fish : LC50 (Pimephales promelas (fathead minnow)): \geq 686 mg/l
Exposure time: 48 h
Test Type: Acute Fish toxicity
Test substance: similar product
Method: US EPA-821-R-02-012

Toxicity to daphnia and other aquatic invertebrates : LC50 (Ceriodaphnia dubia (Water flea)): \geq 137 mg/l
Exposure time: 48 h
Test Type: Short-term (acute) aquatic hazard
Test substance: similar product
Method: US EPA-821-R-02-012

Components:

Iron trichloride:

Toxicity to fish : LC50 (Lepomis macrochirus (Bluegill sunfish)): 59 mg/l
Exposure time: 96 h
Remarks: hydrated substance

NOEC (Lepomis macrochirus (Bluegill sunfish)): $>$ 1 mg/l
Exposure time: 96 h
Remarks: hydrated substance

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 27 mg/l
Exposure time: 48 h

NOEC (Daphnia magna (Water flea)): $>$ 1 mg/l
Exposure time: 21 d

Toxicity to algae/aquatic plants : EC50 (algae): 58 mg/l
Exposure time: 15 d
Test Type: rate of growth
GLP: no
Remarks: Test is not appropriate due to the flocculating characteristics of the product.
The compound is considered to have no long term effects in aquatic systems due to the rapid formation of insoluble hydroxides.

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Toxicity to terrestrial organisms : Remarks: No data available

Hydrochloric acid:

Toxicity to fish : LC50 (Lepomis macrochirus (Bluegill sunfish)): 20.5 mg/l
Exposure time: 96 h
Test Type: semi-static test
GLP: no
Remarks: fresh water

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 0.45 mg/l
Exposure time: 48 h
Test Type: static test
Method: OECD Test Guideline 202

Toxicity to algae/aquatic plants : EC50 (Chlorella vulgaris (Fresh water algae)): 0.73 mg/l
Test Type: static test
Method: OECD Test Guideline 201
Remarks: Fresh water

Persistence and degradability

Product:

Biodegradability : Remarks: The methods for determining the biological degradability are not applicable to inorganic substances.

Components:

Iron trichloride:

Biodegradability : Remarks: The methods for determining the biological degradability are not applicable to inorganic substances.

Hydrochloric acid:

Biodegradability : Remarks: The methods for determining the biological degradability are not applicable to inorganic substances.

Bioaccumulative potential

Components:

Iron trichloride:

Partition coefficient: n-octanol/water : Remarks: Not applicable inorganic compound

Hydrochloric acid:

Partition coefficient: n-octanol/water : Remarks: Not applicable inorganic compound

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Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : May lower the pH of water and thus be harmful to aquatic organisms.

Components:

Iron trichloride:

Results of PBT and vPvB assessment : No information available.

Hydrochloric acid:

Results of PBT and vPvB assessment : This substance is not considered to be a PBT (Persistent, Bioaccumulation, Toxic) This substance is not considered to be vPvB (very Persistent nor very Bioaccumulating)

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Dispose of in compliance with local and national regulations.

Contaminated packaging : Must be disposed of in accordance with local and national regulations.

SECTION 14. TRANSPORT INFORMATION

International Regulation

IATA-DGR

UN/ID No. : UN 2582
Proper shipping name : Ferric chloride solution
(Ferric chloride)
Class : 8
Packing group : III
Labels : Corrosive
Packing instruction (cargo aircraft) : 856



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IMDG-Code

UN number : UN 2582
 Proper shipping name : FERRIC CHLORIDE SOLUTION
 (Ferric chloride)
 Class : 8
 Packing group : III
 Labels : 8
 EmS Code : F-A, S-B
 Marine pollutant : no

Transport in bulk according to IMO instruments

Not applicable for product as supplied.

National Regulations

49 CFR

UN/ID/NA number : UN 2582
 Proper shipping name : Ferric chloride, solution
 Class : 8
 Packing group : III
 Labels : CORROSIVE
 ERG Code : 154
 Marine pollutant : no

Special precautions for user

Remarks : Corrosive in contact with metals, Metal containers must be lined.

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

SECTION 15. REGULATORY INFORMATION

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Iron trichloride	7705-08-0	1000	2479

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : Corrosive to metals
 Acute toxicity (any route of exposure)
 Serious eye damage or eye irritation
 Skin corrosion or irritation

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SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

Iron trichloride	7705-08-0	>= 30 - < 50 %
Hydrochloric acid	7647-01-0	>= 0.1 - < 1 %
Iron dichloride	7758-94-3	>= 0.1 - < 1 %

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

Iron trichloride	7705-08-0	>= 30 - < 50 %
Hydrochloric acid	7647-01-0	>= 0.1 - < 1 %
Iron dichloride	7758-94-3	>= 0.1 - < 1 %

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

This product does not contain any priority pollutants related to the U.S. Clean Water Act

California Prop. 65

WARNING: This product can expose you to chemicals including iron bis(arsenate), Cadmium chloride, Nickel dichloride, lead dichloride, which is/are known to the State of California to cause cancer, and

mercury dichloride, Nickel dichloride, lead dichloride, which is/are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The components of this product are reported in the following inventories:

TSCA	:	All components of this product are included in the United States TSCA Chemical Inventory with Active Status or are not required to be listed on the United States TSCA Chemical Inventory.
DSL	:	All components of this product are included in the Canada Domestic Substance List (DSL) or are not required to be listed on the Canada Domestic Substance List (DSL).
AIIC	:	All components of this product are included in the Australian Inventory of Industrial Chemicals (AIIC) or are not required to be listed on the Australian Inventory of Industrial Chemicals (AIIC).
IECSC	:	All components of this product are included on the Chinese inventory or are not required to be listed on the Chinese inventory.

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KECI	:	All components of this product are included in the Korean (ECL) inventory or are not required to be listed on the Korean (ECL) inventory.
PICCS	:	All components of this product are included on the Philippine (PICCS) inventory or are not required to be listed on the Philippine (PICCS) inventory.
ENCS	:	All components of this product are included on the Japanese (ENCS) inventory or are not required to be listed on the Japanese (ENCS) inventory.
EINECS	:	All components of this product are included in the European Inventory of Existing Chemical Substances (EINECS) or are not required to be listed on EINECS.
NZIoC	:	All components of this product are included in the New Zealand inventory (NZIoC) or are not required to be listed on the New Zealand inventory (NZIoC).
TCSI	:	This product's Taiwan Toxic Chemical Substances Control Act Inventory status has NOT been determined.

TSCA list

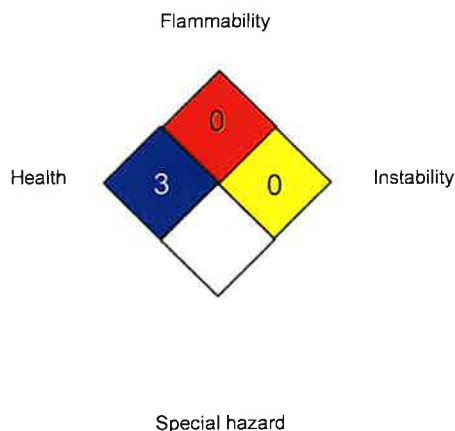
No substances are subject to a Significant New Use Rule.

No substances are subject to TSCA 12(b) export notification requirements.

SECTION 16. OTHER INFORMATION

Further information

NFPA 704:



HMIS® IV:

HEALTH	/	3
FLAMMABILITY		0
PHYSICAL HAZARD		4

HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks.

Full text of other abbreviations

ACGIH	:	USA. ACGIH Threshold Limit Values (TLV)
NIOSH REL	:	USA. NIOSH Recommended Exposure Limits

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OSHA P0	:	USA. Table Z-1-A Limits for Air Contaminants (1989 vacated values)
OSHA Z-1	:	USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants
ACGIH / TWA	:	8-hour, time-weighted average
ACGIH / C	:	Ceiling limit
NIOSH REL / TWA	:	Time-weighted average concentration for up to a 10-hour workday during a 40-hour workweek
NIOSH REL / C	:	Ceiling value not be exceeded at any time.
OSHA P0 / TWA	:	8-hour time weighted average
OSHA P0 / C	:	Ceiling limit
OSHA Z-1 / C	:	Ceiling

AIIIC - Australian Inventory of Industrial Chemicals; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TECI - Thailand Existing Chemicals Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Relevant changes have been marked with vertical lines.

This Safety Data Sheet is prepared according to the OSHA Hazard Communication Standard (29 CFR 1910.1200), an adoption of the UN Globally Harmonized System of Classification and Labeling of Chemicals (GHS), Revision 3 by Kemira.

Sources of key data used to : Regulations, databases, literature, own tests.

19 / 20

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SAFETY DATA SHEET

according to the OSHA Hazard Communication Standard

KEMIRA PIX-311

Version
1.9

Revision Date:
07/03/2024

Date of last issue: 07/03/2024
Date of first issue: 02/20/2015

compile the Safety Data
Sheet

Revision Date : 07/03/2024

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

US / EN

The Americas Quality Lab

Analytical Report

To: **Tina Harmon**
Tina.Harmon@kemira.com
Date Reported: 2/13/2026
Sample Description: PIX-311 Ferric Chloride
Sample Date: 9/13/2025
Sample ID: 1625 02 0037

Parameter	Result	Unit	Method	Reporting Limit		Analyst	Date
Ferric	14.67	%	KWS QL 3311	0.05	%	KM	10/3/25
Ferric Chloride	42.62	%	KWS QL 3311	0.15	%	KM	10/3/25
Ferrous	0.11	%	KWS QL 3312	0.05	%	KM	10/17/25
Ferrous Chloride	0.25	%	KWS QL 3312	0.11	%	KM	10/17/25
Free Acid as HCl	<0.05	%	KWS QL 3210	0.05	%	CB	10/24/25
Specific Gravity	1.465		KWS QL 3113			NH	2/9/26
Insoluble Solids	<0.005	%	KWS QL 3410	0.005	%	SB	2/9/26
Sulfur as Sulfate	0.026	%	KWS QL 3513	0.001	%	CP	10/14/25

Certified by: 
Sheila St. Amour, Laboratory Supervisor





The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, February 16, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

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

[CompanyName=kemira+water&TradeName=pix%2D311&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D311&)

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

Kemira Water Solutions, Inc.

200 Galleria Pkwy

Suite 1500

Atlanta, GA 30339

United States

888-KEMIRON

863-533-5990

Visit this company's website (<http://www.kemira.com>)

Facility : Distribution Center - Buckeye, AZ

Ferric Chloride

Trade Designation

KEMIRA PIX-311

Product Function

Coagulation & Flocculation

Max Use

250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Fremont, CA

Ferric Chloride

Trade Designation
KEMIRA PIX-311

Product Function
Coagulation & Flocculation

EXHIBIT 5
Max Use
EXHIBIT H
250mg/L

Facility : Fontana, CA

Ferric Chloride

Trade Designation
KEMIRA PIX-311

Product Function
Coagulation & Flocculation

Max Use
250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Mojave, CA

Ferric Chloride

Trade Designation
KEMIRA PIX-311

Product Function
Coagulation & Flocculation

Max Use
300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : East Chicago, IN

Ferric Chloride

Trade Designation
KEMIRA PIX-311

Product Function
Coagulation & Flocculation

Max Use
250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Baltimore, MD

Ferric Chloride

Trade Designation
KEMIRA PIX-311

Product Function
Coagulation & Flocculation

Max Use
250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

EXHIBIT 5
EXHIBIT H

Facility : St. Louis, MO

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Albuquerque, NM

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Buffalo, NY

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Euclid, OH

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - El Paso, TX

Ferric Chloride

Trade Designation

KEMIRA PIX-311

Product Function

Coagulation & Flocculation

Max Use

250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Kalama, WA

Ferric Chloride

Trade Designation

KEMIRA PIX-311

Product Function

Coagulation & Flocculation

Max Use

250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Spokane, WA

Ferric Chloride

Trade Designation

KEMIRA PIX-311

Product Function

Coagulation & Flocculation

Max Use

250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Varennes, Quebec, Canada

Ferric Chloride

Trade Designation

KEMIRA PIX-311

Product Function

Coagulation & Flocculation

Max Use

250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

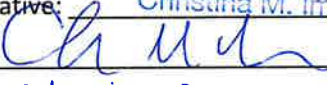
Number of matching Manufacturers is 1

Number of matching Products is 14

Processing time was 0 seconds

**BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 07-2026
SUPPLY AND DELIVERY OF FERROUS CHLORIDE**

I hereby agree to furnish FERROUS CHLORIDE identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Kemira Water Solutions, Inc.
Address: 4321 W. 6th St.
Lawrence, KS 66049
City, State, ZIP: _____
Phone: (785) 842-7424
Email: kwsna.bids@kemira.com
Authorized Representative: Christina M. Imbrogno
Signature: 
Date: 2/17/2026

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER THROUGH .

SPECIFIC DEVIATIONS:

This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Description of Emergency Supply Plan: Provide a summary of vendor's plans to continue to supply product in the event of an unexpected disaster or urgent emergency event.

See attached

STANDARD AGREEMENT, PAGE 2 OF 2

Emergency/Priority Delivery Service Policy

Kemira endeavors to provide its customers with product as customers' needs require and Kemira has set up several distribution terminals throughout North America to accommodate those needs. In cases where there is a shortage of product or disruption of production, Kemira's redundancy system is set up to accommodate, within its control, hardship situations. Priority shall be given based on contractual requirements and inventory levels in customers' tanks. Kemira shall give priority to contractual accounts over non-contractual accounts and municipal contracts over industrial accounts. In any event, Kemira shall review all accounts fairly and will make every reasonable effort to offer alternative products where feasible.

Mojave Plant Information

The Kemira Water Solutions Mojave Plant is located at 18700 Highway 14 North, Mojave, CA 93501. The Mojave plant has been manufacturing Ferrous and Ferric Chloride since 1988. The 35 years of experience have provided the Mojave Plant with the technical expertise to supply high quality Ferrous and Ferric Chloride in a safe and sustainable manner. The well-founded relationship with our suppliers, local community, and regulatory agencies along with the advanced manufacturing controls in place at the plant, makes the Mojave site a reliable supplier of Ferrous and Ferric Chloride.

Ferrous and Ferric Chloride are manufactured from a variety of NSF approved raw materials, including Hydrochloric Acid, Chlorine, Scrap Steel, and Spent Pickling Liquor.

The Mojave Plant is one of the four Kemira Manufacturing facilities in North America that produces Ferrous and Ferric Chloride using chlorine as one of the raw materials. The use of chlorine allows the process to run continuously and efficiently, depleting nearly all the Hydrochloric acid from the finished products. The result is a purer Ferrous and Ferric Chloride solution.

Similar to the other raw materials used at the site, Kemira buys chlorine from multiple sources from different regions in North America. Hydrochloric Acid is supplied in a low concentration, and it can be substituted by the Spent Pickle Liquor which is purchased from numerous steel industries across the country.

All raw materials can be received by railcar or in truckloads, mitigating the risks of supply disruption due to transportation issues. Moreover, Kemira has its own trucking division centrally located at the Fontana Location. As such, Kemira is not dependent on outside carriers to deliver its products.

The Mojave plant holds a buffer inventory that is equivalent to five days on hand of an average demand. Extra inventory is also held at the Fontana site and other sites in the country, eliminating risks of demand fulfillment interruptions. Furthermore, the manufacturing operation in Mojave is committed to maintaining equipment reliability and critical spare parts available on site, reducing the possibilities of an unexpected downtime.

Below is a list of the Mojave Plant's current production volumes and storage capacities.

Ferric and Ferrous Chloride:

Capacity: Approximately 10,000 DT/month (Both Ferrous and Ferric Chloride)

Current Demand: Approximately 5,000 DT/month (Ferric Chloride) and 60 DT (Ferrous Chloride)

On-Site Storage Capacity: Approximately 1,000 DT

Raw Material Storage:

Scrap Steel:	Approximately 1,800 tons of storage capacity.
SPL, Spent Pickle Liquor:	40,000 gallons on-site storage tanks and an average rail track storage of 10 railcars (160,000 gallons).
Hydrochloric Acid:	40,000 gallons on-site storage tanks and an average rail track storage of 4 railcars (64,000 gallons).
Chlorine:	720 tons on-site railcars connected to the process and additional average rail track storage of 8 railcars.

The Mojave plant has the capacity to store up to 57 railcars, so more inventory can be held for the raw materials above.

BIDDER INFORMATION

1. Legal Name of Bidder: Kemira Water Solutions, Inc.

2. Bidder's Street Address: 4321 W. 6th St.
Lawrence, KS 66049

3. Mailing Address: 4321 W. 6th St.
Lawrence, KS 66049

4. Business Telephone: (785) 842-7424 Fax Number: (785) 842-2629

5. Type of Supplier:
 - Sole Proprietor
 - Partnership
 - Corporation
 - LLC
 If Corporation, indicate State where incorporated: Delaware

6. Business License Number issued by the City where the Supplier's principal place of business is located.

Number: 130579-59 Issuing City: Los Angeles

7. Supplier Federal Tax Identification Number: 59-3657872

8. Emergency Contact: Name: Customer Service
Phone Number: (800) 927-3950

9. Order Contact: Name: Customer Service
Address: Atlanta, GA
Phone Number: (800) 927-3950 Fax Number: (760) 436-6432
Email: IW-customer-service@kemira.com

10. References:

Company/Agency Name	Contact Name	Phone Number
1) <u>Union Sanitary District</u>	<u>Maris Lee</u>	<u>(510) 477-7568</u>
2) <u>Delta Diablo Sanitation</u>	<u>Nick Steiner</u>	<u>(925) 260-5071</u>
3) <u>San Jose</u>	<u>Sam Anzaldua</u>	<u>(408) 343-3102</u>

11. Chemical Manufacturer's name and address (if different from Bidder):
Kemira Water Solutions, Inc.
Mojave, CA

KEMIRA WATER SOLUTIONS, INC.
CERTIFICATE OF THE SECRETARY

As of February 10, 2025

The undersigned, Shannan Krippner, hereby certifies that she is the duly elected, qualified, and acting Assistant Secretary of Kemira Water Solutions, Inc., a Delaware corporation (the “*Corporation*”), and the undersigned hereby further certifies that:

1. As of the date hereof, the persons named below are the duly elected and qualified officers of the Corporation holding the offices set forth opposite their respective names:

Officers	Title
Paul Kimberling	President and Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President and Secretary
Adisty Womack	Assistant Secretary
Shannan Krippner	Assistant Secretary

2. Attached hereto as Exhibit 1 is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, effective as of February 3, 2025 and the relevant portion of Exhibit A attached thereto, and such resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the Secretary as of the date first written above.



Shannan Krippner
Assistant Secretary

EXHIBIT 1

Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, effective as of February 3, 2025

Removal and Appointment of Officers

NOW, THEREFORE, BE IT RESOLVED, that effective as of the date hereof, all of the officers appointed by the Board prior to the date hereof are hereby removed from their respective offices;

FURTHER RESOLVED, that effective as of the date hereof, the following named persons be, and hereby are, elected to the offices of the Corporation opposite their respective names, each to serve until his/her successor is duly elected and qualified or his/her earlier resignation or removal:

Name	Title
Paul Kimberling	President & Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Adisty Womack	Assistant Secretary
Shannan Krippner	Assistant Secretary

Signature Authority

FURTHER RESOLVED, that effective as of January 1, 2025, the individuals set forth on **Exhibit A** attached hereto (each, individually, an “***Authorized Person***” and collectively, the “***Authorized Persons***”) be, and hereby are, authorized, empowered, and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation the documents described opposite their respective name on **Exhibit A**, and any documents so executed and delivered by any Authorized Person between January 1, 2025 and the date hereof are hereby ratified, confirmed and approved;

**EXHIBIT A to Resolutions adopted by Unanimous Written Consent of the Board of
Directors in Lieu of Special Meeting, effective as of February 3, 2025**

Signature Authorization

Water Solutions		
Name	Authority	Title
Christina Imbrogno	Any product bids, product agreements and/or service agreements for the sale of products or services to municipal customers in North America for the Commercial, Urban Water Team of the Water Solutions Business Unit.	Manager, Commercial Support, Urban Water, NA
Gayla Walker	Any product bids, product agreements and/or service agreements for the sale of products or services to municipal customers in US for the Commercial, Urban Water Team of the Water Solutions Business Unit.	Commercial Support, Urban Water, US

**Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Bid**

State of ~~California~~ Kansas)
) ss.
County of Douglas)

Christina M. Imbrogno, being first duly sworn, deposes and says that he or she is the
(Bidder's Authorized Representative)

Commercial Support Manager of Kemira Water Solutions, Inc. the party making the
(Title of Representative) (Legal Name of Bidder)

foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Signature of: President, Secretary,
Manager, Owner, or Representative

Subscribed and sworn to before me this, 17 day of February, 20 26

Brittany Ashton Jarvis
Signature of Notary Public In and For

The County of Douglas

State of Kansas



All Signatures Must Be Witnessed By Notary

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 07-2026
FOR SUPPLY AND DELIVERY OF FERROUS CHLORIDE**

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
<https://bacwa.org/about-bacc/>

No later than 4:00 PM. PT
Thursday, February 19, 2026

Legal Name of Bidder:

Kemira Water Solutions, Inc.

Business Address

4321 W. 6th St.
Lawrence, KS 66049

Telephone Number: (785) 842-7424

Facsimile Number: (785) 842-2629

Email Address: kwsna.bids@kemira.com

Authorized Representative (Please Print):

Christina M. Imbrogno

Signature: 

Date: 2/17/2026

I. All costs except California State sales tax and tariffs for the purchase of FERROUS CHLORIDE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. Bidders must submit all of the following, attached to this Bid Form:

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

BAY AREA CHEMICAL CONSORTIUM
Worksheet
BID NO. 07-2026
FERROUS CHLORIDE

Refer to paragraph 2.4 Bid Pricing for full details.

*Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.
Bid prices shall be based on bulk deliveries of 1 ton or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.*

	Unit of Measure	Bid Price per Unit of Measure
Ferrous Chloride		
<u>Central Valley</u> City of Stockton	dry ton	\$ <input type="text"/>
<u>East Bay</u> Union Sanitary District	dry ton	\$ <input type="text"/>
<u>North Bay</u> Delta Diablo Sanitation District	dry ton	\$ <input type="text"/>
<u>Peninsula</u> City of Daly City/North San Mateo County Sanitation District	dry ton	\$ <input type="text"/>
<u>South Bay</u> City of San Jose	dry ton	\$ <input type="text"/>
<u>Tri Valley</u> Dublin San Ramon Services District	dry ton	\$ <input type="text"/>

DO NOT SUBMIT WORKSHEET
ENTER BID PRICES VIA ELECTRONIC BID PLATFORM

State of Kansas
County of Douglas

**Kemira Water Solutions, Inc.
Affidavit of Compliance**

This is to certify that the Ferrous Chloride (Kemira PIX-411) and manufactured by **Kemira Water Solutions, Inc.** meets or exceeds all specifications required by the Bay Area Chemical Consortium (BID No. 07-2025) and those specifications as established by the latest American Water Works Association standards. All products bid have been certified under ANSI/NSF Standard 60.

Deliveries will be made with Kemira trucks and dedicated trucks from Chemical Transfer.
Chemical Transfer, Stockton, CA, Mike Ellis (800) 874-7444
Our third party haulers can and will deliver Ferrous Chloride to each and every participating BACC Agency.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 17 day of February, 2026.

Kemira Water Solutions, Inc.

By: *Christina Imbrogno*

Name: Christina Imbrogno

Title: Commercial Support Manager

This instrument was signed and sworn to before me on 17 day of February, 2026 by Christina Imbrogno as Commercial Support Manager of Kemira Water Solutions, Inc.

Brittany Ashton Jarvis

Signature of Notary Public

Print Name: Brittany Ashton Jarvis

Attach Notarial Seal:

My appointment expires:





KEMIRA PIX-411

27 - 36% Ferrous Chloride Solution

KEMIRA PIX-411

KEMIRA PIX-411 is a coagulant in liquid form based on divalent iron (Fe²⁺). It is primarily used for hydrogen sulfide control to reduce odor and corrosion, for phosphorus removal, control of struvite formation, as a raw material in manufacturing applications, and chlorine reduction in potable water treatment.

Certification / Approval

KEMIRA PIX-411 is NSF/ANSI Standard 60 certified for use in potable water treatment.

Product Typical Properties

Appearance	Clear greenish brown liquid
Specific Gravity	1.23- 1.44
Fe (II)	10.0 – 16.0 wt. %
FeCl ₂	22.6 – 36.4 %
Free Acid (HCl)	≤ 1.0 wt. %
Freezing	-34°C / -29°F

Dosing

KEMIRA PIX-411 should be fed straight. No dilution or preparation is required. A diaphragm metering pump of non-corrosive material is suitable.

Storage

Storage tanks and piping should be constructed of suitable material such as fiberglass or cross-linked polyethylene. KEMIRA PIX-411 has a recommended shelf life of three (3) months in an appropriate storage environment. With this product the storage tank should be inspected yearly and cleaned if necessary.

Handling / Safety

The handling of any chemical requires care. Anyone responsible for using or handling of KEMIRA PIX-411 should familiarize themselves with the full safety precautions outlined in our Safety Data Sheet.

Delivery

Shipping Instructions; Corrosive Liquid, n.o.s., 8, UN 1760, II.

This TDS is a general representation of the product. Detailed product specification/analysis is available upon request.

Kemira makes this information available as an accommodation to its customers and it is intended to be solely a guide in customer's evaluation of the products. You must test our products, to determine if they are suitable for your intended uses and applications, as well as from the health, safety and environmental standpoint. You must also instruct your employees, agents, contractors, customers or any third party which may be exposed to the products about all applicable precautions. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. You assume full liability and responsibility for compliance with all information and precautions, and with all laws, statutes, ordinances and regulations of any governmental authority applicable to the processing, transportation, delivery, unloading, discharge, storage, handling, sale and use of each product. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use. xxxxxx are trademarks or registered trademarks of Kemira Oyj or its subsidiaries.

KEMIRA OYJ

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SAFETY DATA SHEET

according to the OSHA Hazard Communication Standard

KEMIRA PIX-411Version
1.9Revision Date:
05/10/2024Date of last issue: 05/16/2023
Date of first issue: 02/11/2015**SECTION 1. IDENTIFICATION**

Product name : **KEMIRA PIX-411**
 Other means of identification : Ferrous Chloride Solution

Manufacturer or supplier's details

Company name of supplier : Kemira Water Solutions, Inc.
 Address : 200 Galleria Parkway, Suite 1500
 Atlanta GA 30339-5979
 Telephone : (770) 436-1542
 Telefax : (770) 436-3432
 E-mail address of person responsible for the SDS : us-customerservice@kemira.com
 Emergency telephone number : CHEMTREC (24 Hours): 1-800-424-9300

Recommended use of the chemical and restrictions on use

Recommended use : Flocculating agent Water treatment chemical
 Restrictions on use : Do not use for other purposes than the identified uses.

SECTION 2. HAZARDS IDENTIFICATION**GHS classification in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200)**

Corrosive to metals : Category 1
 Acute toxicity (Oral) : Category 4
 Skin corrosion : Category 2
 Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
 H302 Harmful if swallowed.
 H315 Causes skin irritation.
 H318 Causes serious eye damage.

Precautionary statements : **Prevention:**
 P234 Keep only in original container.
 P264 Wash skin thoroughly after handling.



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P270 Do not eat, drink or smoke when using this product.
P280 Wear eye protection and face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a doctor if you feel unwell. Rinse mouth.

P302 + P310 IF ON SKIN: Immediately call a POISON CENTER/ doctor.

P332 + P313 If skin irritation occurs: Get medical attention.

P303 + P361 + P353 + P310 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Immediately call a POISON CENTER.

P363 Wash contaminated clothing before reuse.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER.

P390 Absorb spillage to prevent material damage.

Storage:

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

May lower the pH of water and thus be harmful to aquatic organisms.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture
Chemical nature : Ferrous Chloride Solution

Components

Chemical name	CAS-No.	Concentration (% w/w)
Iron dichloride	7758-94-3	>= 50 - < 80
Hydrochloric acid	7647-01-0	>= 0.1 - <= 1

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

General advice : Show this safety data sheet to the doctor in attendance.

If inhaled : If breathed in, move person into fresh air.
If symptoms persist, seek medical advice.

In case of skin contact : Take off contaminated clothing and shoes immediately.
Rinse with plenty of water.
If symptoms persist, seek medical advice.

In case of eye contact : Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes.



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If swallowed	:	Prevent rinsing water from flowing into the other eye. Call a physician immediately. Continue rinsing eyes during transport to hospital. Rinse mouth with water. Do NOT induce vomiting. If symptoms persist, call a physician.
Most important symptoms and effects, both acute and delayed	:	Harmful if swallowed. Causes serious eye damage. Causes skin irritation. Effects are immediate or delayed. Symptoms may include: Central nervous system depression Headache Nausea Dizziness Blistering Irritation Burn Pain Redness Rash
Protection of first-aiders	:	First Aid responders should pay attention to self-protection and use the recommended protective clothing
Notes to physician	:	All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred. Treat symptomatically.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	:	Not combustible. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Unsuitable extinguishing media	:	No special requirements.
Specific hazards during fire-fighting	:	Heating above the decomposition temperature can cause formation of hydrogen chloride. Exposure to decomposition products may be a hazard to health. Do not allow run-off from fire fighting to enter drains or water courses.
Further information	:	Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	:	Exposure to decomposition products may be a hazard to health. In the event of fire, wear self-contained breathing apparatus.

SECTION 6. ACCIDENTAL RELEASE MEASURES



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- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
Wear respiratory protection.
Ensure adequate ventilation.
- Environmental precautions : Do not allow uncontrolled discharge of product into the environment.
- Methods and materials for containment and cleaning up : Clean-up methods - small spillage

Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency.
Shovel or sweep up.
Must be disposed of in accordance with local and national regulations.

Clean-up methods - large spillage

Remove spill using a vacuum truck.
Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency.
Shovel or sweep up remaining material.
Must be disposed of in accordance with local and national regulations.

SECTION 7. HANDLING AND STORAGE

- Technical measures : Install appropriate equipment and wear appropriate personal protective equipment (see "8. Exposure control/personal protection").
- Advice on safe handling : For personal protection see section 8.
The work place and work methods shall be organized in such a way that direct contact with the product is prevented or minimized.
Keep away from incompatible materials.
Contact with certain metals, e.g. aluminium and zinc, may form hydrogen gas, which in turn may form explosive mixtures of gases with air.
- Conditions for safe storage : Keep away from incompatible materials.
For quality reasons:
Keep at temperatures above 0 °C.
Keep at temperatures below 30 °C.
- Packaging material : Suitable material: plastic (PE, PP, PVC), fiberglass-reinforced polyester, rubber-coated steel
Unsuitable material: Avoid contact with unalloyed steel or galvanized surfaces., many metals, stainless steel (AISI 304), Nylon, materials not resistant to acid, Copper, Aluminium, Iron, Zinc, brass, titanium



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SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
Iron dichloride	7758-94-3	TWA	1 mg/m3 (Iron)	ACGIH
		TWA	1 mg/m3 (Iron)	OSHA P0
		TWA	1 mg/m3 (Iron)	NIOSH REL
		TWA	1 mg/m3 (Iron)	ACGIH
		TWA	1 mg/m3 (Iron)	NIOSH REL
		TWA	1 mg/m3 (Iron)	OSHA P0
Hydrochloric acid	7647-01-0	C	2 ppm	ACGIH
		C	5 ppm 7 mg/m3	NIOSH REL
		C	5 ppm 7 mg/m3	OSHA Z-1
		C	5 ppm 7 mg/m3	OSHA P0

Engineering measures : Ensure adequate ventilation.

Personal protective equipment

Respiratory protection : Respiratory protection is not required under normal handling conditions.

Hand protection

Remarks : Chemical resistant gloves.
Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time. Gloves should be removed and replaced immediately if there is any indication of degradation or chemical breakthrough.

Eye protection : Wear eye protection/ face protection.
Tightly fitting safety goggles or face-shield.

Skin and body protection : Wear protective clothing if necessary.
Use rubber boots.

Protective measures : Eye wash bottle or emergency eye-wash fountain must be found in the work place.

Hygiene measures : Ensure adequate ventilation.
Handle in accordance with good industrial hygiene and safety practice.

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Ensure that eyewash stations and safety showers are close to the workstation location.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical state	: Aqueous solution
Colour	: light green/brown
Odour	: slightly acidic
Odour Threshold	: No data available
pH	: < 1
Melting point/freezing point	: -29 °F / -34 °C
Boiling point/boiling range	: ca. 220 - 230 °F / 104 - 110 °C
Flash point	: Not applicable inorganic compound
Evaporation rate	: similar to water
Upper explosion limit / Upper flammability limit	: No data available
Lower explosion limit / Lower flammability limit	: No data available
Vapour pressure	: similar to water
Relative vapour density	: similar to water
Relative density	: No data available
Density	: 1.23 - 1.44 g/cm ³ (68 °F / 20 °C)
Solubility(ies)	
Water solubility	: miscible
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: > 212 °F / > 100 °C
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: No data available
Oxidizing properties	: No data available

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Surface tension : No data available

Particle characteristics
Assessment : Not applicable**SECTION 10. STABILITY AND REACTIVITY**

Reactivity : Corrosive to metals.
 Chemical stability : Stable under normal conditions.
 Possibility of hazardous reactions : Bases cause exothermic reactions.
 Contact with certain metals may form hydrogen gas, which in turn may form explosive mixtures of gases with air.

Conditions to avoid : Stable under normal conditions.
 Incompatible materials : Metals
 Bases
 Alkaline materials
 Oxidizing agents
 Reducing agents
 sulphites
 Sulphides

Hazardous decomposition products : Heating above the decomposition temperature can cause formation of hydrogen chloride.

SECTION 11. TOXICOLOGICAL INFORMATION**Acute toxicity**

Harmful if swallowed.

Product:

Acute oral toxicity : Acute toxicity estimate: 1,516 mg/kg
 Method: Calculation method

Components:**Iron dichloride:**

Acute oral toxicity : LD50 (Rat): 220 mg/kg
 Method: OECD Test Guideline 423
 Remarks: Calculated as Fe

Acute toxicity estimate: 500 mg/kg

Acute inhalation toxicity : No observed adverse effect level: 1.1 mg/l
 Method: EPA OPP 81-3

Acute dermal toxicity : LD50 (Rat): > 2,000 mg/kg
 Method: OECD Test Guideline 402

LD50 (Rat): > 881 mg/kg

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Remarks: Calculated as Fe**Hydrochloric acid:**Acute inhalation toxicity : LC50 (Rat): 4701 ppm
Exposure time: 30 min
Test atmosphere: gas
Remarks: gasLC50 (Rat): 8.3 mg/l
Exposure time: 30 min
Test atmosphere: aerosol
Remarks: aerosol

Acute dermal toxicity : Remarks: No data available

Skin corrosion/irritation

Causes skin irritation.

Product:

Remarks : Causes skin irritation.

Components:**Iron dichloride:**Species : Rabbit
Method : OECD Test Guideline 404
Result : No irritating effects.**Hydrochloric acid:**Species : EPISKIN Human Skin Model Test
Exposure time : 1 h
Method : OECD Test Guideline 431
Result : Corrosive
GLP : yes**Serious eye damage/eye irritation**

Causes serious eye damage.

Product:

Remarks : Causes serious eye damage.

Components:**Iron dichloride:**Species : Rabbit
Result : Causes serious eye damage.
Method : OECD Test Guideline 405
GLP : yes

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Remarks : Read-across (Analogy)
7758-94-3
dry substance

Hydrochloric acid:

Species : Rabbit
Result : Risk of serious damage to eyes.
Method : OECD Test Guideline 405
Test substance : yes
Remarks : 0,1 ml, conc. 10 %

Respiratory or skin sensitisation**Skin sensitisation**

Not classified due to lack of data.

Respiratory sensitisation

Not classified due to lack of data.

Product:

Remarks : May cause an allergic skin reaction.

Components:**Iron dichloride:**

Test Type : Local lymph node assay (LLNA)
Species : Mouse
Method : OECD Test Guideline 429
Result : Not sensitizing.
Test substance : ferrous sulfate

Hydrochloric acid:

Test Type : Maximisation Test
Exposure routes : Skin contact
Species : Guinea pig
Result : Not sensitizing.

Germ cell mutagenicity

Not classified due to lack of data.

Product:

Genotoxicity in vitro : Remarks: Based on available data, the classification criteria are not met.

Components:**Iron dichloride:**

Genotoxicity in vitro : Test Type: reverse mutation assay
Test system: Salmonella typhimurium (bacterium)

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Metabolic activation: with and without
Method: OECD Test Guideline 471
Result: negative
Test substance: ferrous chloride

Hydrochloric acid:

Genotoxicity in vitro : Test Type: In vitro mitotic recombination
Test system: Saccharomyces cerevisiae
Metabolic activation: with and without
Result: negative

Carcinogenicity

Not classified due to lack of data.

Product:

Remarks : Based on available data, the classification criteria are not met.

Components:**Iron dichloride:**

Species : Rat
Application Route : Oral
Exposure time : 2 years
NOAEL : > 0.5 %
Test substance : ferric chloride

Hydrochloric acid:

Species : Rat
Application Route : Inhalation
: 15 mg/m³
Method : OECD Test Guideline 451

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Not classified due to lack of data.

Product:

Effects on fertility : Remarks: Based on available data, the classification criteria are not met.

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Components:

Iron dichloride:

Effects on fertility

: Test Type: Reproductive effects
Species: Rat
Application Route: Oral
General Toxicity - Parent: NOAEL: > 500 mg/kg bw/day
Method: OECD Test Guideline 422

Effects on foetal development

: Species: Rat
Application Route: Oral
Teratogenicity: NOAEL: > 1,000 mg/kg bw/day
Method: OECD Test Guideline 422
Result: Did not show teratogenic effects in animal experiments.

Hydrochloric acid:

Effects on fertility

: Remarks: No data available

Effects on foetal development

: Remarks: No data available

STOT - single exposure

Not classified due to lack of data.

Product:

Remarks

: Based on available data, the classification criteria are not met.

Components:

Hydrochloric acid:

Assessment

: May cause respiratory irritation.

STOT - repeated exposure

Not classified due to lack of data.

Product:

Remarks

: Based on available data, the classification criteria are not met.

Components:

Hydrochloric acid:

Assessment

: The substance or mixture is not classified as specific target organ toxicant, repeated exposure.

Repeated dose toxicity

Product:

Remarks

: Based on available data, the classification criteria are not met.

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Aspiration toxicity

Based on available data, the classification criteria are not met.

Product:

No aspiration toxicity classification

Components:

Hydrochloric acid:

No aspiration toxicity classification

Experience with human exposure

Product:

Inhalation	:	Symptoms: Inhalation may provoke the following symptoms:, cough and difficulties in breathing
Skin contact	:	Symptoms: Skin contact may provoke the following symptoms:, irritation, burns
Eye contact	:	Symptoms: Causes burns., Contact with eyes causes a smarting pain and a flood of tears.
Ingestion	:	Symptoms: Ingestion may provoke the following symptoms:, burns in upper digestive organs, May cause irritation of the mucous membranes.

Further information

Product:

Remarks : The product is classified as corrosive due to the low pH.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Toxicity to fish : Remarks: This material is not classified as dangerous for the environment.
The compound is considered to have no long term effects in aquatic systems due to the rapid formation of insoluble hydroxides.

Components:

Iron dichloride:

Toxicity to fish : LC50 (Oryzias latipes (Japanese rice fish)): 47 mg/l
Exposure time: 96 h
Method: OECD Test Guideline 203
GLP: yes

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- NOEC (Oncorhynchus kisutch (Coho salmon)): > 1 mg/l
Exposure time: 90 d
Test substance: Read-across (Analogy)
- Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 19 mg/l
Exposure time: 48 h
Method: OECD Test Guideline 202
GLP: yes
- NOEC (Daphnia magna (Water flea)): > 1 mg/l
Exposure time: 21 d
- Toxicity to algae/aquatic plants : IC50 (Pseudokirchneriella subcapitata (green algae)): 6.9 mg/l
Exposure time: 72 h
Method: OECD Test Guideline 201
GLP: yes
- Hydrochloric acid:**
- Toxicity to fish : LC50 (Lepomis macrochirus (Bluegill sunfish)): 20.5 mg/l
Exposure time: 96 h
Test Type: semi-static test
GLP: no
Remarks: fresh water
- Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 0.45 mg/l
Exposure time: 48 h
Test Type: static test
Method: OECD Test Guideline 202
- Toxicity to algae/aquatic plants : EC50 (Chlorella vulgaris (Fresh water algae)): 0.73 mg/l
Test Type: static test
Method: OECD Test Guideline 201
Remarks: Fresh water

Persistence and degradability**Product:**

- Biodegradability : Remarks: The methods for determining the biological degradability are not applicable to inorganic substances.

Components:**Iron dichloride:**

- Biodegradability : Remarks: The methods for determining the biological degradability are not applicable to inorganic substances.

Hydrochloric acid:

- Biodegradability : Remarks: The methods for determining the biological degradability are not applicable to inorganic substances.

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octanol/water : Remarks: Not applicable
inorganic compound**Hydrochloric acid:**Partition coefficient: n-
octanol/water : Remarks: Not applicable
inorganic compound**Mobility in soil**

No data available

Other adverse effects**Product:**Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Pro-
tection of Stratospheric Ozone - CAA Section 602 Class I
Substances
Remarks: This product neither contains, nor was manufac-
tured with a Class I or Class II ODS as defined by the U.S.
Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).Additional ecological infor-
mation : May lower the pH of water and thus be harmful to aquatic
organisms.**Components:****Hydrochloric acid:**Results of PBT and vPvB
assessment : This substance is not considered to be a PBT (Persistent,
Bioaccumulation, Toxic) This substance is not considered to
be vPvB (very Persistent nor very Bioaccumulating)**SECTION 13. DISPOSAL CONSIDERATIONS****Disposal methods**Waste from residues : The product should not be allowed to enter drains, water
courses or the soil.
Do not contaminate ponds, waterways or ditches with chemi-
cal or used container.
Dispose of in compliance with local and national regulations.
Contaminated packaging : Must be disposed of in accordance with local and national
regulations.**SECTION 14. TRANSPORT INFORMATION****International Regulation**



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IATA-DGR

UN/ID No. : UN 1760
 Proper shipping name : Corrosive liquid, n.o.s.
 (Ferrous chloride)
 Class : 8
 Packing group : II
 Labels : Corrosive
 Packing instruction (cargo aircraft) : 855

IMDG-Code

UN number : UN 1760
 Proper shipping name : CORROSIVE LIQUID, N.O.S.
 (Ferrous chloride)
 Class : 8
 Packing group : II
 Labels : 8
 EmS Code : F-A, S-B
 Marine pollutant : no

Transport in bulk according to IMO instruments

Not applicable for product as supplied.

National Regulations

49 CFR

UN/ID/NA number : UN 1760
 Proper shipping name : Corrosive liquids, n.o.s.
 (Ferrous chloride)
 Class : 8
 Packing group : II
 Labels : CORROSIVE
 ERG Code : 154
 Marine pollutant : no

Special precautions for user

Remarks : Corrosive in contact with metals, Metal containers must be lined.

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

SECTION 15. REGULATORY INFORMATION

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Iron dichloride	7758-94-3	100	305

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.



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SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : Corrosive to metals
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMII Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

Iron dichloride	7758-94-3	>= 50 - < 80 %
Hydrochloric acid	7647-01-0	>= 0.1 - < 1 %

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

Iron dichloride	7758-94-3	>= 50 - < 80 %
Hydrochloric acid	7647-01-0	>= 0.1 - < 1 %

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

This product does not contain any priority pollutants related to the U.S. Clean Water Act

California Prop. 65

WARNING: This product can expose you to chemicals including Benzene, iron bis(arsenate), Nickel dichloride, lead dichloride, which is/are known to the State of California to cause cancer, and

Benzene, mercury dichloride, Nickel dichloride, lead dichloride, which is/are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The components of this product are reported in the following inventories:

- TSCA : All components of this product are included in the United States TSCA Chemical Inventory with Active Status or are not required to be listed on the United States TSCA Chemical Inventory.
- DSL : All components of this product are included in the Canada Domestic Substance List (DSL) or are not required to be listed on the Canada Domestic Substance List (DSL).
- AIIC : All components of this product are NOT included on the Australian Inventory of Industrial Chemicals (AIIC).

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IECSC	:	All components of this product are NOT included on the Chinese inventory.
EINECS	:	All components of this product are NOT included on the European Inventory of Existing Chemical Substance (EINECS) inventory.
ENCS	:	All components of this product are NOT included on the Japanese (ENCS) inventory.
KECI	:	All components of this product are NOT included on the Korean (ECL) inventory.
NZIoC	:	All components of this product are NOT included on the New Zealand Inventory of Chemical Substances.
PICCS	:	All components of this product are NOT included on the Philippine (PICCS) inventory.
TCSI	:	All components of this product are NOT included on the Taiwan Chemical Substances Inventory.

TSCA list

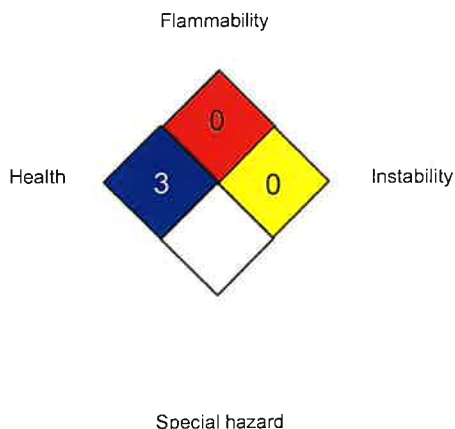
No substances are subject to a Significant New Use Rule.

No substances are subject to TSCA 12(b) export notification requirements.

SECTION 16. OTHER INFORMATION

Further information

NFPA 704:



HMIS® IV:

HEALTH	/	3
FLAMMABILITY		0
PHYSICAL HAZARD		4

HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks.

Full text of other abbreviations

ACGIH	:	USA. ACGIH Threshold Limit Values (TLV)
NIOSH REL	:	USA. NIOSH Recommended Exposure Limits
OSHA P0	:	USA. Table Z-1-A Limits for Air Contaminants (1989 vacated values)

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OSHA Z-1	:	USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants
ACGIH / TWA	:	8-hour, time-weighted average
ACGIH / C	:	Ceiling limit
NIOSH REL / TWA	:	Time-weighted average concentration for up to a 10-hour workday during a 40-hour workweek
NIOSH REL / C	:	Ceiling value not be exceeded at any time.
OSHA P0 / TWA	:	8-hour time weighted average
OSHA P0 / C	:	Ceiling limit
OSHA Z-1 / C	:	Ceiling

AIIIC - Australian Inventory of Industrial Chemicals; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TECl - Thailand Existing Chemicals Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Relevant changes have been marked with vertical lines.

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

This SDS is prepared according to the OSHA Hazard Communication Standard (29 CFR 1910.1200) and the ANSI SDS Standard (Z400.1) by Kemira.

SAFETY DATA SHEET

according to the OSHA Hazard Communication Standard

KEMIRA PIX-411Version
1.9Revision Date:
05/10/2024Date of last issue: 05/16/2023
Date of first issue: 02/11/2015

Sources of key data used to compile the Safety Data Sheet : Regulations, databases, literature, own tests.
Revision Date : 05/10/2024

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US / EN

The Americas Quality Lab

Analytical Report

To: **Tina Harmon**
Tina.Harmon@kemira.com
Date Reported: 2/13/2026
Sample Description: PIX-411 Ferrous Chloride
Sample Date: 12/21/2025
Sample ID: 1625 01 0051

Parameter	Result	Unit	Method	Reporting Limit		Analyst	Date
Ferrous	14.89	%	KWS QL 3312	0.05	%	SB	1/22/26
Ferrous Chloride	33.79	%	KWS QL 3312	0.11	%	SB	1/22/26
Free Acid as HCl	<0.05	%	KWS QL 3210	0.05	%	NH	2/13/26
Specific Gravity	1.387		KWS QL 3113			NH	2/10/26
Insoluble Solids	0.053	%	KWS QL 3410	0.005	%	NH	2/10/26
Sulfur as Sulfate	0.022	%	KWSQL 3513	0.001	%	SS	2/5/26

Certified by: Sheila St. Amour
Sheila St. Amour, Laboratory Supervisor





The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, February 16, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

[http://info.nsf.org/Certified/PwsChemicals/Listings.asp?
CompanyName=kemira+water&TradeName=pix%2D411&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D411&)

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

Kemira Water Solutions, Inc.

200 Galleria Pkwy

Suite 1500

Atlanta, GA 30339

United States

888-KEMIRON

863-533-5990

Visit this company's website (<http://www.kemira.com>)

Facility : #2 LW Canada

Ferrous Chloride

Trade Designation

KEMIRA PIX-411

Product Function

Coagulation & Flocculation

Max Use

300mg/L

Facility : # 4 A USA

Ferrous Chloride

Trade Designation

KEMIRA PIX-411

Product Function

Dechlorination

Max Use

300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

EXHIBIT 5
EXHIBIT H

Facility : Distribution Center - Buckeye, AZ

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	250mg/L
KEMIRA PIX-411	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Fontana, CA

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Mojave, CA

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	300mg/L
KEMIRA PIX-411H	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : East Chicago, IN

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Baltimore, MD

Ferrous Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Euclid, OH

Ferrous Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - El Paso, TX

Ferrous Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Kalama, WA

Ferrous Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-411	Coagulation & Flocculation	300 mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Varennes, Quebec, Canada

Ferrous Chloride

Trade Designation

KEMIRA PIX-411

Product Function

Coagulation & Flocculation

Max Use

300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Number of matching Manufacturers is 1

Number of matching Products is 13

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