

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2015, between SIERRA CHEMICAL CO. ("Contractor"), whose address is 2302 Larkin Circle, Sparks, NV 89431 and telephone number is 775-358-0888 and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth on the attached Exhibit A incorporated herein by reference Contractor shall begin providing the goods/performing the services by July 1, 2015 and complete providing the goods/performing the services by June 30, 2016; provided, however, the parties may agree to change the beginning or ending date(s).

2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$0.44 per pound for delivery of Sulfur Dioxide.

3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.

4. Maintenance. Contractor shall maintain the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City personnel within 24 hours of the call; required maintenance occurs when the self check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City Operations personnel a resolution report indicating how and when the Contractor intends to resolve the issue. Within the period of the maintenance agreement, Contractor shall implement all software and firmware upgrades to the goods identified in Exhibit A at no cost to City. If software and firmware upgrades require a hardware upgrade, Contractor shall provide the upgraded hardware at no cost to the City. City personnel shall review and approve any upgrades prior to their installation.

5. Warranty. Contractor warrants that for one year the goods installed shall be free of defects in materials and workmanship. The one year period shall begin upon the date the City provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor,

6. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and employees, agents and volunteers, against any and all claims, costs, demands, causes of action, suits, losses, and expense, including attorneys fees, arising from or out of acts or omissions of Contractor, its officials, employees, agents or sub-contractors, in connection with the goods and services that the Contractor is to

provide/perform under this Agreement, except where caused by the active or sole negligence of City, or City's willful misconduct.

7. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B and shall otherwise comply with the provisions of Exhibit B.

8. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.

9. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.

10. Ownership of Goods. All goods accepted by the City shall be the property of the City.

11. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

13. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

14. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Sierra Chemical Co.	To City:	City Manager
Attn: _____		City of Stockton
2302 Larkin Circle		425 N. El Dorado St.
Sparks, NV 89431		Stockton, CA 95202

15. 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 providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

16. Miscellaneous Provisions.
a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / services provided when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.

d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

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

CITY OF STOCKTON

CONTRACTOR

City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

City Clerk

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

APPROVED AS TO FORM:

By: _____
Signature

City Attorney

Print name

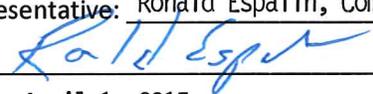
Title: _____

STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 15-2015
SUPPLY AND DELIVERY OF SULFUR DIOXIDE

Bay Area Chemical Consortium (BACC)
c/o Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

Dear Sirs:

I hereby agree to furnish sulfur dioxide 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: Sierra Chemical Co.
Address: 2302 Larkin Circle
City, State, ZIP: Sparks, NV 89431
Phone: 775-358-0888
Email: bids@sierrachem.com
Authorized Representative: Ronald Espalin, Commercial Manager
Signature: 
Date: April 1, 2015

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS (if applicable, attach additional sheets if necessary):

STANDARD AGREEMENT, PAGE 2 OF 2**BIDDER INFORMATION**

1. Legal Name of Bidder:
Sierra Chemical Co.
2. Bidder's Street Address:
2302 Larkin Circle, Sparks, NV 89431
3. Mailing Address:
Same
4. Business Telephone: 775-358-0888 Fax Number: 775-358-0987
5. Type of Supplier:
 Sole Proprietor Partnership Corporation
 If Corporation, indicate State where incorporated: Nevada
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 054693 Issuing City: Sparks
7. Supplier Federal Tax Identification Number: 88-0086174
8. Emergency Contact: Name: Jim Novak
 Phone Number: 423-367-0125
9. Order Contact: Name: Theresa Denny
 Address: 2302 Larkin Circle, Sparks, NV 89431
 Phone Number: 800-777-8965 Fax Number: 775-358-7799
 Email: orders@sierrachem.com
10. References:
- | <u>Company/Agency Name</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|-------------------------------|---------------------------|---------------------|
| 1) <u>Placer County Water</u> | <u>Ms. Pam Neuer</u> | <u>530-823-4887</u> |
| 2) <u>City of Folsom</u> | <u>Mr. Phil Carter</u> | <u>916-355-8337</u> |
| 3) <u>City of Tracy</u> | <u>Ms. Margie Goulart</u> | <u>209-831-4480</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):

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

State of ~~California~~ ^{Nevada})
) ss.
County of Washoe)

Ronald Espalin, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative)

Commercial Manager of Sierra Chemical Co. the party making the
(Title of Representative) (Contractor's Name)

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~~ ^{Nevada} that the foregoing is true and correct.

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

Subscribed and sworn to before me this, 1 Day of April, 20 15

Kay Lynn Conley-Rawson
Signature of Notary Public In and For

The County of Washoe
State of Nevada



All Signatures Must Be Witnessed By Notary

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 15-2015, PAGE 1 OF 2**

Sealed bids must be enclosed in an envelope clearly marked:

**"BID FOR SULFUR DIOXIDE
BACC BID NO. 15-2015"**

And delivered to:

Louanne Ivy
Administrative Analyst – Operations
Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

No later than 9:00 A.M. PDT
Tuesday, April 14, 2015

Business Name:

Sierra Chemical Co.

Business Address

2302 Larkin Circle
Sparks, NV 89431

Telephone Number: 775-358-0888

Facsimile Number: 775-358-0987

Email Address: bids@sierrachem.com

Authorized Representative (Please Print):

Ronald Espalin, Commercial Manager

Date: April 1, 2015

- I. All costs except California State sales tax for the purchase of sulfur dioxide must be included in the amount shown below on this Bid Form, 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 in \$/lb.**

BACC Agencies: Central Valley Locations

City of Stockton

Unit Price for Sulfur Dioxide: \$ 0.44 /lb.

- II. Bidders must submit all of the following, attached to this Bid Form:**
- a. An affidavit of compliance to the appropriate American Water Works Association (AWWA) and/or National Sanitation Foundation (NSF) standard is required for all chemicals and polymers being provided for potable water treatment. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance with AWWA/NSF standards and a letter attesting to the affidavit's validity, a current printout from NSF.org is acceptable.
 - b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or Bidder's in-house laboratory if ISO certified.
 - c. Product Bulletin and Typical Properties
 - d. Safety Data Sheet (SDS).

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 18-2014, PAGE 2 OF 2**

- e. 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.



Sierra Chemical Co.

Material Safety Data Sheet

This MSDS has been prepared within the guidelines of the Federal OSHA Hazard Communication Standard, 29CFR 1910.1200.

Product Name: Sulfur Dioxide

I. GENERAL INFORMATION

Supplier: Sierra Chemical Co. **Emergency Phone:** (800) 424-9300
Address: 2302 Larkin Cr. **Information Phone:** (775) 358-0888
 Sparks, NV 89431 **CHEMTREC Phone:** (800) 424-9300

Date Issued: 03/19/2010

Product Use: Used in the manufacture of chlorine dioxide (a pulp and paper bleaching chemical), as a dechlorination agent in the pulp and paper industry and waste water treatment plants, in the food processing industries as a preservative, as a chemical additive in the gold industry cyanide destruction process, in the manufacture of sodium bisulfite solution and in the manufacturing of sodium hydrosulfide.

II. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredient	Approximate % by Weight	CAS Number	Occupational Exposure Limits (OELS)	LD50 / LC50 Species and Route
Sulfur Dioxide	99.9%	7446-09-5	OSHA PEL 5 ppm (13mg/m ³) ACGIH TLV 2ppm (5mg/m ³) NIOSH REL 2ppm (5mg/m ³)	LD50 No data LC50 ihl-rat 2520ppm/1hr LC50 ihl-mouse 3000ppm/30min LC50 rat (calculated) 1260ppm/4hr

Note: OELs for individual jurisdictions may differ from OSHA PELs. Check with local authorities for the applicable OELs in your jurisdiction.

OSHA: Occupational Safety and Health Administration; ACGIH – American Conference of Government Industrial Hygienists; NIOSH – National Institute from Occupational Safety and Health.

OEL – Occupational Exposure Limit, PEL – Permissible Exposure Limit, TLV – Threshold Limit Value, REL – Recommended Exposure Limit

Trade Names and Synonyms: Sulfurous acid anhydride, sulfurous oxide, sulfur dioxide, SO₂

III. HAZARDS IDENTIFICATION

Emergency Overview: A colorless gas or liquefied compressed gas with a pungent, irritating odor and taste. Sulfur dioxide does not burn but cylinders or tanks may rupture and explode if heated, releasing clouds of irritating and toxic SO₂ gas. Contact with liquid SO₂ can cause freezing of tissue and frostbite. Wear full protective clothing and a positive pressure full face-piece SCBA in emergency situations involving SO₂.

Potential Health Effects: Irritating to the eyes and upper respiratory tract, becoming a severe irritant at high

Sulfur Dioxide



concentrations. Most inhaled SO₂ only penetrates as far as the nose and throat because it dissolves so rapidly in the moist tissues of the upper airways. In severe cases at very high concentrations serious respiratory effects have been reported. Direct skin or eye contact with liquid SO₂ may cause frostbite. Sulfur dioxide is not listed as a carcinogen by OSHA, NTP, IARC, ACGIH or the EU. (See Toxicological Information, Section XI)

Potential Environmental Effects: Sulfur Dioxide is a common air contaminant in most industrialized areas. Green plants are extremely sensitive to atmospheric sulfur dioxide. It is also the precursor of acid rain. Release to the environment should be avoided if possible or minimized when necessary. (See Ecological Information, Section XII)

IV. FIRST AID MEASURES

Eye Contact: Avoid direct contact. Wear chemical protective gloves if necessary. Remove source of contamination or move victim to fresh air. Immediately flush eye(s) with lukewarm, gently flowing water for at least 5 minutes for the gas (20 minutes for the liquid) or until the chemical is removed, while holding the eyelid(s) open. Take care not to rinse contaminated water into the unaffected eye or onto the face. Quickly transport victim to an emergency care facility.

Skin Contact: (Gas) If irritation occurs, flush contaminated area with lukewarm, gently flowing water for at least 5 minutes. If irritation persists, obtain medical attention immediately. (Liquid SO₂) Avoid direct contact. Wear chemical protective clothing, if necessary. Quickly remove victim from source of contamination and briefly flush with lukewarm, gentle flowing water until the chemical is removed. DO NOT attempt to re-warm the affected area on site. DO NOT rub area or apply dry heat. Gently remove clothing or jewelry that may restrict circulation. Carefully cut around clothing that sticks to the skin and remove the rest of the garment. Loosely cover the affected area with a sterile dressing. DO NOT allow victim to drink alcohol or smoke. Quickly transport victim to an emergency care facility.

Inhalation: Take proper precautions to ensure your own safety before attempting rescue (e.g. wear appropriate protective equipment, use the buddy system). Remove source of contamination or move victim from exposure area to fresh air immediately. If breathing is difficult, trained personnel should administer medical oxygen. DO NOT allow victim to move around unnecessarily. Symptoms of pulmonary edema can be delayed up to 48 hours after exposure. Quickly transport victim to an emergency care facility.

Ingestion: Ingestion is not an applicable route of exposure for gases.

V. FIRE FIGHTING MEASURES

Fire and Explosion Hazards: Sulfur dioxide is not flammable. However, heat from a surrounding fire can rupture vessels causing a dangerous explosion and release of toxic sulfur dioxide gas. Cool any containers or sulfur dioxide that are exposed to heat or flames by the application of water streams until well after the fire has been extinguished since pressure will increase rapidly with temperature increases. For large fires that threaten tanks or cylinders of SO₂ consider evacuating downwind areas. Use caution in applying water to an SO₂ leak, as the run-off will be acidic and corrosive to other materials as well as harmful to the environment. Run-off may require collection and neutralization.

Extinguishing Media: Use any fire fighting agent appropriate for surrounding fire conditions such as water spray, carbon dioxide, dry chemical or foam.



Fire Fighting: Toxic fumes of sulfur dioxide may be released during a fire. Fire fighters must be fully trained and wear full protective clothing including an approved, self contained breathing apparatus which supplies a positive air pressure within a full face-piece mask.

Flashpoint and Method: N/A

Upper and Lower Flammable Limit: N/A

Autoignition Temperature: N/A

VI. ACCIDENTAL RELEASE MEASURES

Procedures for Cleanup: Isolate hazard area and deny entry to unprotected personnel. Properly trained personnel equipped with protective clothing and respiratory protection should locate and stop release. Can be neutralized with aqueous alkaline solutions of lime, caustic or soda ash. Dispose of waste material from neutralization process in accordance with applicable regulations. Thoroughly ventilate area before permitting re-entry.

Personal Precautions: Protective clothing, gloves, and respirator equipment are recommended for persons responding to an accidental release (see also Section VIII). Close-fitting safety goggles and face shield may be necessary to prevent contact with liquid SO₂. A positive pressure full-face self-contained breathing apparatus (SCBA) is required for emergency or planned entry into unknown high concentrations of SO₂ that may exceed the IDLH level (100 ppm).

Environmental Precautions: This product can pose a threat to the environment. Contamination of water should be prevented. Liquid spills will produce high concentrations of SO₂ gas. Such gas clouds would be heavier than air and may flow downhill or collect in low spots and not be easily dispersed.

VII. HANDLING AND STORAGE

Store in a registered steel pressure vessel, constructed to comply with ASME Section 8 Code, at appropriate temperatures. Keep containers tightly closed and store outdoors or indoors in a dry, cool, well-ventilated fireproof area. Protect against physical damage. SO₂ gas is heavier than air and leaked gas can accumulate in low areas. Do not store below ground. Flooring and sumps should be acid-proof and drain to a collection system. Avoid exposure to moisture, high temperatures and incompatible materials (See Section X – Stability and Reactivity).

VIII. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Protective Clothing: When handling liquid SO₂ gloves and coveralls or other protective clothing is recommended to prevent the skin from becoming frozen by contact with the liquid or from contact with very cold vessels and equipment handling the liquid (especially loading and off-loading of trucks and railcars). Face shield and close-fitting safety goggles must be worn when handling this material in liquid form. An eyewash and quick drench should be provided within the immediate work area for emergency use where there is any possibility of exposure to liquids that are extremely cold or rapidly evaporating.

Ventilation: Use adequate local or general ventilation to maintain the concentration of sulfur dioxide gas in the working environment well below recommended occupational exposure limits.



Respiratory Protection: Where sulfur dioxide gas is generated and cannot be controlled to within acceptable levels by engineering means, use appropriate NIOSH-approved respiratory protection equipment (a chemical cartridge respirator with cartridge(s) to protect against sulfur dioxide up to 20 ppm, a full face-piece chemical cartridge respirator or half mask PAPR or SAR up to 100ppm). For emergency or planned entry into an unknown concentration or IDLH condition, workers must be fully trained and wear full protective clothing including a NIOSH-approved, self contained breathing apparatus which supplies a positive air pressure within a full face-piece mask.

NOTE: IDLH = Immediately Dangerous to Life or Health, PAPR = Powered Air Purifying Respirator, SAR = Supplied Air Respirator

IX. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Colorless gas or liquid	Odor: Pungent and irritating	Physical State: Liquid (liquefied) Compressed gas	pH: N/A
Vapor Pressure: 47.8 PSIG at 68°F, 20°C	Vapor Density: 2.26 @ 0°C	Boiling Point/Range: -10°C, (14°F)	
Specific Gravity: 1.44 at 32°F, 0°C	Evaporation Rate: 40.18 g/m ² /s at 70°F, 21°C	Coefficient of Water/Oil Distribution: Unknown	
Odor Threshold: 1-3 ppm	Solubility in Water: 11.9% by weight at 60°F, 16°C	Freezing/Melting Point: -76°C, (104°F)	

X. STABILITY AND REACTIVITY

Stability and Reactivity: Stable under conditions of normal use. SO₂ is extremely stable to heat even up to 2000°C. Forms a moderately acidic solution (pH<3) on contact with moisture in the atmosphere or on the skin. Moist SO₂ gas is corrosive to most common metals.

Incompatibilities: Strong alkalis, ammonia, oxidizing agents, chlorates, powdered chromium, manganese or aluminum, halogens (fluorine, chlorine) and interhalogens (chlorine trifluoride, etc.), metal oxides, hydrides, azides and acetylides, sodium carbide and acrolein.

Hazardous Decomposition Products: None

XI. TOXICOLOGICAL INFORMATION

General: Sulfur dioxide is a moderate to strong irritant gas and the major effects are on the upper respiratory tract. Asthmatics may be particularly sensitive to the bronchospastic properties of sulfur dioxide. The major route of exposure to the gas is by inhalation. Skin and eye contact with liquid SO₂ are also serious risks. Since sulfur dioxide is a gas at temperatures greater than 10 degrees Celsius, ingestion is unlikely to occur.

Acute

Skin/Eye: Contact with liquid sulfur dioxide can cause frostbite and severe burns. Eye contact may result



in severe burns and corneal damage that can result in blindness. High concentrations of SO₂ gas (>10 ppm) are very irritating to the eyes as well, causing smarting, stinging and tearing. The gas will react with moisture on the skin and cause irritation.

Ingestion: Though unlikely to occur, ingestion of liquid sulfur dioxide would cause severe burning of the mouth, throat and stomach.

Inhalation: Inhalation of sulfur dioxide gas may cause wheezing, tightness of the chest, cough, difficult breathing, nasal irritation and discharge and alteration in the sense of taste and smell. Pulmonary edema and permanent lung injury have been reported as a result of exposure to very high levels of SO₂ gas in accident situations.

Chronic: A number of studies of occupationally exposed workers have been done, with some studies showing a decrease in lung function of workers and other studies showing no measurable effect. Sulfur dioxide is not listed as a human carcinogen by the Occupational Safety and Health Administration (OSHA), the National Toxicology Program (NTP), the International Agency for Research on Cancer (IARC), or the American Conference of Governmental Industrial Hygienists (ACGIH).

XII. ECOLOGICAL INFORMATION

Sulfur Dioxide in water forms sulfurous acid that is harmful to aquatic life. Releases as a gas may damage green vegetation and be hazardous to birds and mammals.

XIII. DISPOSAL CONSIDERATIONS

Do not wash down the drain or allow to reach natural watercourses. Dispose of neutralized waste consistent with regulatory requirements. Good ventilation is required during neutralization because of the presence of sulfur dioxide gas.

XIV. TRANSPORT INFORMATION

Proper Shipping Name Canada and U.S. DOT.....	Sulfur Dioxide (U.S) of Sulphur Dioxide (Canada)
Transport Canada Classification.....	Class 2.3 (8)
U.S. DOT Hazard Classification.....	Class 2.3, 8
Transport Canada Product Identification Number.....	UN 1079
U.S. DOT Product Identification Number.....	UN 1079
Additional U.S. DOT Hazard Information.....	Toxic-Inhalation Hazard, Zone C
Marine Pollutant.....	No
IMO Classification.....	Class 2.3, 8

XV. REGULATORY INFORMATION

U.S.

Ingredient Listed on TSCA Inventory.....Yes



Sierra Chemical Co. MSDS: Sulfur Dioxide

Hazardous Under Hazard Communication Standard.....Yes

CERCLA Section 103 Hazardous Substances.....No

EPCRA Section 302 Extremely Hazardous Substances....Yes, Reportable Quantity: 500 lbs.
Threshold Planning Quantity: 500 lbs.

EPCRA Section 311/312 Hazard Categories.....Immediate (Acute) Health Hazard – Corrosive
Sudden Release of Pressure – Compressed gas

EPCRA Section 313 Toxic Release Inventory.....Sulfur Dioxide is not a toxic chemical subject to
Toxic Release Inventory reporting requirements

CANADIAN

Listed on Domestic Substances List.....Yes

WHMIS Classification.....A (Compressed Gas)
D1A (Very Toxic Material – Poisonous)
E (Corrosive)

XVI. OTHER INFORMATION

The information in this Material Safety Data Sheet is based on the following references:

- American Conference of Governmental Industrial Hygienists, 2004, Documentation of the Threshold Limit Values and Biological Exposure Indices, Seventh Edition plus updates.
- American Conference of Governmental Industrial Hygienists, 2006, Guide to Occupational Exposure Values.
- American Conference of Governmental Industrial Hygienists, 2006, Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices.
- Bretherick's Handbook of Reactive Chemical Hazards, 20th Anniversary Edition. (P. G. Urban Ed.) 1995.
- Canadian Centre for Occupational Health and Safety (CCOHS) Hamilton, Ontario, CHEMINFO Record No. 714-Sulfur Dioxide (Last Revision 2006-01).
- European Economic Community, Commission Directives 91/155/EEC, 93/21/EEC, and 67/548/EEC.
- Industry Canada, Controlled Products Regulations SOR/88-66, as amended.
- International Chemical Safety Cards (WHO/IPCS/ILO), ICSC: 0074 – Sulphur Dioxide (Revised Oct. 1994).
- Merck & Co., Inc., 2001, the Merck Index, an Encyclopedia of Chemicals, Drugs, and Biologicals, Thirteenth Edition.
- National Library of Medicine, National Toxicology Information Program, 2003, Hazardous Substance Data Bank. (On line version).
- Patty's Toxicology, Fifth Edition, 2001: E. Bingham, B. Cohnsen & C.H. Powell, Ed.
- Sax, N. Irving, 1989, Dangerous Properties of Industrial Materials, Seventh Edition.
- U.S. Department of Health and Human Services, National Institute for Occupational Safety and Health. NIOSH Pocket Guide to Chemical Hazards. CD-ROM Edition DHHS (NIOSH) September 2005.
- U.S. Occupational Safety and Health Administration, 1989, Code of Federal Regulations, Title 29, Part 1910.

**Disclaimer**

Sierra Chemical Co. expressly disclaims all express or implied warranties of merchantability and fitness for a particular purpose with respect to the product or information provided herein, and shall under no circumstances be liable for incidental or consequential damages.

Do not use ingredient information and/or ingredient percentages in this MSDS as a product specification. For product specification information, refer to a Product Specification Sheet and/or a Certificate of Analysis. These can be obtained from your local Sierra Chemical Co. Sales Office.

All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate, Sierra Chemical Co. makes no representations as to its accuracy or sufficiency. Conditions of use are beyond Sierra Chemical's control. Therefore, users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes, and they assume all risks of their use, handling, and disposal of the product or from the publication or use of, or reliance upon, information contained herein. This information relates only to the product designated herein and does not relate to its use in combination with any other material or in any other process.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, March 31, 2015** at 12:15 a.m. Eastern Time. Please contact NSF International 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?Company=10780&Standard=060&>

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Sierra Chemical Company

2302 Larkin Circle
Sparks, NV 89431
United States
800-777-8965
775-358-0888

Facility : Stockton, CA

Aluminum Sulfate[AL]

Trade Designation

Alum
Aluminum Sulfate
Liquid Alum

Product Function

Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation

Max Use

400mg/L
400mg/L
400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Citric Acid[1] [2]

Trade Designation	Product Function	Max Use
Citric Acid, 50% Solution	Well Cleaning Aid	NA
	Membrane Cleaner	
Citric Acid, Anhydrous	Well Cleaning Aid	NA
	Membrane Cleaner	
Citric Acid, Liquid	Well Cleaning Aid	NA
	Membrane Cleaner	
Citric Acid, Solution	Well Cleaning Aid	NA
	Membrane Cleaner	

- [1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.
- [2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride	Coagulation & Flocculation	250mg/L
Ferric Chloride, Liquid	Coagulation & Flocculation	250mg/L
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L

Fluorosilicic Acid

Trade Designation	Product Function	Max Use
Fluorosilicic Acid	Fluoridation	6mg/L
HFS Acid	Fluoridation	6mg/L
Hydrofluorosilicic Acid	Fluoridation	6mg/L

Hydrochloric Acid

Trade Designation	Product Function	Max Use
Sierra Muriatic Acid	pH Adjustment	40 mg/L

Polymer Blends[PY]

Trade Designation	Product Function	Max Use
Aries 293 PWG	Coagulation & Flocculation	176mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Sodium Hydroxide Solution	Corrosion & Scale Control	100 mg/L
	pH Adjustment	

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sierra Industrial Bleach	Disinfection & Oxidation	84mg/L
Sierra Pure Chlor	Disinfection & Oxidation	84 mg/L
Sierra Sani Chlor	Disinfection & Oxidation	84 mg/L

Sodium Hypochlorite[CL]

Trade Designation

Sierra Pure Chlor
Sierra Sani Chlor

Product Function

Disinfection & Oxidation
Disinfection & Oxidation

Max Use

84mg/L
84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 31

Processing time was 0 seconds

Sierra Chemical Co.

 **A Carus Company**

Customer Information Packet

Sierra Chemical Co.

 **A Carus Company**

Table of Contents

1. Introduction Letter
2. Credit References
3. Facility Locations
4. Emergency Phone List
5. Terms of Sales
6. Product List
7. Fax Order Form
8. General Liability Insurance Certificate
9. Affirmative Action Policy

Quality

10. NSF Product and Service Listing for our manufacturing plants' in Spark, Nevada and Stockton, California

SIERRA CHEMICAL Co.



A CARUS COMPANY

2302 LARKIN CIRCLE
SPARKS, NEVADA 89431
PHONE (775) 358-0888
FAX (775) 358-0987
www.caruscorporation.com
www.sierrachemicals.com

Ladies and Gentlemen,

Sierra Chemical Co. has been in business of manufacturing and supplying chemicals for Water Treatment since 1959.

Our manufacturing facilities are located at 2302 Larkin Circle, Sparks, Nevada and 1010 Industrial Drive, Stockton, California. We product and distribute NSF products from these two locations.

We are registered with a State of California as Nevada Sierra Chemical Co. dba Sierra Chemical Co.

For references please advise.

Regards,

Matt Marincic
General Manager



Sierra Chemical Co.

 A Carus Company

315 5th Street
Peru, IL 61354
Phone: 800.777.8965
Fax: 775.358.0987
www.caruscorporation.com
www.sierrachemsales.com

CREDIT REFERENCES

FEDERAL TAX ID# 88-0086174

TRADE REFERENCES:

Western Industrial Parts Inc.
5355 Louie Lane
Reno, NV 89511
P: 775-358-9564 F: 775-358-9632
joan@wipi.com
Attn: Joan Karpchuk

Univar
17425 NE Union Hill Road
Redmond, WA 98052
P: 425-889-3994 F: 425-889-3440
john.dixon@univarusa.com
Attn: John Dixon

Reagent Chemical & Research, Inc.
P.O. Box 416228
Boston, MA 02241
P: 800-231-1807 F: 409-899-3402
klaginha@reagent.com
Attn: Karen Laginha

BANK REFERENCES:

Bank of America
Credit Inquiry Services
Mail Code: WA1-501-23-01
PO Box 34893
Seattle, WA 98124-1893
Account No. 8666319740
P: 803-832-7770 Option 2 F: 415-343-9301

Sierra Chemical Co.

 A Carus Company

SIERRA CHEMICAL CO. **FACILITIES INFORMATION**

FEDERAL I.D.# 88-0086174

Sierra Chemical Co. is incorporated in Nevada and California. In California we are registered under the name "Nevada Sierra Chemical Co."

Corporate Facility (Sparks, Nevada)

2302 Larkin Circle, Sparks, NV 89431

PO Box 50730, Sparks, NV 89435

www.seirrachemsales.com

Hours of Operation: 7:30am – 5:00pm

Toll Free Phone: (800) 777-8965

Local Phone: (775) 358-0888

Administrative Fax: (775) 358-0987 (i.e. Bids and Correspondence)

Customer Service Fax: (775) 358-7799 (i.e. Purchases Orders)

Accounting Fax: (775) 358-7704 (i.e. Payables, Receivables', Credit Checks)

Stockton Facility (Stockton, California)

1010 Industrial Drive, Stockton, CA 95206

Hours of Operation: 8:00am – 5:00pm

Local Phone: (209) 983-8298

Fax: (209) 983-8295 (i.e. all inquiries)

**Please be advised that all Bids and Correspondence pertaining to bids must be sent to our Corporate Facility or, you may send them via e-mail to bids@sierrachem.com*

SIERRA CHEMICAL Co.



A CARUS COMPANY

2302 LARKIN CIRCLE
SPARKS, NEVADA 89431
PHONE (775) 358-0888
FAX (775) 358-0987
www.caruscorporation.com
www.sierrachemsales.com

STOCKTON FACILITY EMERGENCY CONTRACT LIST FOR EVENINGS AND WEEKENDS

CHEMICAL SPILL AND/OR ACCIDENTS

CHEMTREC 24 HOUR EMERGENCY SERVICE NUMBER (800) 494-9300

- | | |
|-----------------------------------------------------------------------|-----------------------|
| 1. Lanny Hammock
Stockton Facility Manager | Cell# (916) 367-1228 |
| 2. Darlene Hardy
EHSS | Cell # (775) 240-9238 |
| 3. Tony Suever
Process Engineer | Cell # (440) 503-4789 |
| 4. Larry Meester
Operations Manager | Cell # 714) 757-5453 |
| 5. Dr. Chithambarathanu Pillai
Regulatory Compliance, Carus | Cell# (815) 228-0262 |

FOR ADDITIONAL NAMES AND PHONE NUMBERS

Stockton Facility (Stockton, CA)	(209) 983-8298
Corporate Facility (Sparks, NV)	(800) 777-8965





Sierra Chemical Co. Standard Terms of Sale

Payment Terms: Net 30 days from Date of Delivery upon Approval of Credit. **Accounts over 45 days will be COD until the account is current.**

Late Fee: 1.5% per month or 18% per year.

Regulatory Compliance Fee: \$7.50 per invoice on all shipments.

Sales Tax: Charged on each purchase UNLESS Tax Resale Card is on file.

California Pesticide Assessment: Collected for the State of California at a Rate of 2.10%

ALL RETURNS ARE SUBJECT TO A 20% RE-STOCKING CHARGE. No credit will be given for **any products** that are subject to degradation or contamination or have been opened, OR HAVE BEEN ON SITE FOR 90 days. Must have the **invoice** of item purchased.

Shipping Fees:

1. **Split Load Fee:** \$85.00
2. **Stop in Transit Fee:** \$85.00
3. **Additional Labor:** \$85.00 per hour, per person
4. **Demurrage:** 1.5 hours Load Time and 2 hours Unload Time – No charge; excess time billed at \$21.25 per quarter hour.
5. **Extra Hoses:** \$20.00 per Hose.
6. **Fuel Surcharge** will be charged and collected.

Delivery: For the best Service please allow a three (3) day Lead Time, "Order to Delivery." The **Cut off Time** is **2:00 p.m.** for date of delivery and space available.

Emergency: What is prudent for safety.

Deposit Returns will be refunded if: **

1. They meet DOT shipping requirements. (Drip Dry and Proper Label)
2. They are returned within Demurrage time limitations. (90 Days)

Deposit credits will be issued at the time of return.**

Demurrage and Deposits:

Ton Tank	\$1,000.00/ea
150lb. Cylinder	\$150.00/ea

Demurrage on the above two (2) items: 120 days free use; \$1.00 per day thereafter up to one (1) year. **No Refund beyond one (1) year.**

Container Deposits:

4 x 1 Cases	\$6.00/ea
Case Only	\$3.00/ea
Bottle Only	\$0.50/ea
Pallet	\$5.00/ea
5 Gallon Carboy	\$10.00/ea
15 Gallon Carboy	\$20.00/ea
30 Gallon Drum	\$30.00/ea
55 Gallon Drum (poly)	\$40.00/ea
55 Gallon Drum (steel)	\$25.00/ea
275 Gallon Totes	\$825.00/ea
330 Gallon Totes	\$825.00/ea
550 Gallon Totes	\$1,000.00/ea

Environmental Drum Rinse Charge:

5 Gallon Carboy	\$0.50/ea
15 Gallon Carboy	\$1.00/ea
30 Gallon Drum	\$2.00/ea
55 Gallon Drum	\$3.00/ea

NOTE: NO REFUND for containers returned after 90 days or in **poor condition.**


SIERRA CHEMICAL CO.

SIERRA CHEMICAL CO.

 MINING, INDUSTRIAL, & WATER TREATMENT CHEMICALS

CHEMICALS

ACETIC ACID
 ACETONE
 ALCOHOLS
 ALUMINUM SULFATE NSF
 AMMONIA, ANHYDROUS
 AMMONIUM BISULFITE
 AMMONIUM NITRATE
 AMMONIUM SULFATE
 AMMONIUM THIOSULFATE
 ANALYTICAL REAGENTS
 AQUA AMMONIA

 BATTERY ACID
 BENTONITE
 BICARBONATE OF SODA
 BLEACH NSF
 BORAX, ANHYDROUS
 BORAX, PENTAHYDRATE
 BORAX, DECAHYDRATE
 BORIC ACID
 BUTYL CELLOSOLVE
 CALCIUM CHLORIDE
 CALCIUM HYPOCHLORITE
 CARBON, ACTIVATED
 CAUSTIC POTASH, DRY & LIQUID
 CAUSTIC SODA – DRY / LIQUID NSF
 CHLORINE NSF
 CITRIC ACID
 CITRUS SOLVENT / BLENDS
 COPPER SULFATE
 CUTRINE ALGAEICIDE

 ETHANOL, DENATURED
 ETHYL ACETATE
 ETHYLENE GLYCOL

 FERRIC CHLORIDE
 FERRIC SULFATE
 FERROUS SULFATE
 FERTILIZERS
 FILTER POWDERS
 (DIATOMACEOUS EARTH)
 FLOOR DRY
 FLOOR SWEEP
 FORMALDEHYDE

 GRAPHITE
 GLYCOL ETHER

 HEXANE
 HYDROCHLORIC ACID NSF
 HYDROGEN PEROXIDE

IRON OXIDE
 ISOPROPYL ACETATE
 ISOPROPYL ALCOHOL, 99%

 KEROSENE, DEODORIZED

 LAB CHEMICALS
 LACQUER THINNER
 LACTOL SPIRITS
 LEAD NITRATE
 LIME, HYDRATED
 LIME, PROCESSED

 MAGNESIUM OXIDE
 MAGNESIUM SULFATE
 METHANOL
 METHYL ETHYL KETONE (MEK)
 METHYL ISOBUTYL CARBINOL
 (METHYL AMYL ALCOHOL) – (MAK)
 METHYL ISOBUTYL KETONE (MIBK)
 METHYLENE CHLORIDE
 MINERAL ACIDS
 MINERAL OIL
 MINERAL SPIRITS
 MINERAL SPIRITS (ODORLESS)
 MURIATIC ACID NSF

 NITRIC ACID

 OXALIC ACID

 PETROLEUM BLENDS
 PHOSPHATES
 PHOSPHORIC ACID
 POTASSIUM CARBONATE
 POTASSIUM CHLORIDE
 POTASSIUM NITRATE
 POTASSIUM PERMANGANATE
 PRAMITOL SOIL STERILANT
 PROPYLENE GLYCOL
 PUMPS (TRANSFER / METERING)
 (LMI – ARO / PULSAFEEDER)

 REAGENT ACIDS
 REAGENT CHEMICALS

 SALT, PELLETS
 SALT, IRON FIGHTER
 SALT, COARSE
 SCREEN WASH

SIERRA SLICK
 SILICA SAND 78 / 80 MESH
 SILICA FLOUR 200 / 300 MESH
 SNOW – N – ICE MELTER
 SODA ASH
 SODIUM BICARBONATE
 SODIUM BISULFITE
 SODIUM CITRATE
 SODIUM DICHROMATE
 SODIUM FLUORIDE
 SODIUM GLUCONATE
 SODIUM HEXAMETAPHOSPHATE
 SODIUM HYDROXIDE
 SODIUM HYPOCHLORITE (12.5%)
 SODIUM METASILICATE
 SODIUM NITRATE
 SODIUM SESQUICARBONATE
 SODIUM SILICATE
 SODIUM SULFATE
 SODIUM SULFITE
 SODIUM THIOSULFATE
 STYRENE MONOMER
 SULFAMIC ACID
 SULFUR
 SULFUR DIOXIDE
 SULFURIC ACID
 SWIMMING POOL CHEMICALS

 TETRAPOTASSIUM PYROPHOSPHATE
 TOLUENE
 I,I, I TRICHLOROETHANE
 TRICHLOROETHYLENE
 TRISODIUM PHOSPHATE (TSP)

 VINYL WASH

 WATER TREATMENT CHEMICALS
 WATER TREATMENT EQUIPMENT
 WATER TREATMENT TEST KITS
 WEED AND TREE KILLER
 (SOIL STERILANT)
 WINDSHIELD DE-ICER
 WINDSHIELD WASH FLUID

 XYLENE

 ZINC DUST

IF YOU DON'T SEE IT..ASK FOR IT



CALIFORNIA OFFICES:
 STOCKTON
NEVADA OFFICES:
 SPARKS – BATTLE MOUNTAIN

2302 LARKIN CIRCLE
SPARKS, NV 89431

OUR MISSION STATEMENT:

TO MANUFACTURE AND DELIVER
 COMPREHENSIVE, QUALITY PRODUCTS AT
 COMPETITIVE PRICES TO CUSTOMERS IN
 PURSUIT OF BUSINESS THAT ENHANCES THE
 QUALITY OF LIFE & THE ENVIRONMENT.



CERTIFIED TO ANSI/NSF
 STANDARD 60



Affirmative Action Policy

Statement of Policy

It is the policy of Sierra Chemical Co. to prohibit discrimination in its employment practices and to conduct its employment practices without any discrimination based on race, color, sex, age, handicap or national origin. Sierra Chemical Co. unequivocally supports the principles and spirit of equal employment opportunity based upon qualification, related experience, job pertinence, and relevant individual differences and not on the basis of non-relevant individual differences such as race, religion, national origin, handicap, sex or age. The goal of this company is to continue to administer its employment policy so that all qualified person are afforded an equal opportunity for employment or promotion without regard to race, religion, national origin, handicap, sex or age.

Application of Policy

Affirmative action applies to all employment practices, including recruiting, hiring, firing, layoffs, transfers, promotions, pay and benefits and to all client services.

Customer Discrimination

Statement of Policy

It is the policy of Sierra Chemical Co. to serve all customers without regard to race, color, sex, age, national origin or handicap.

Complaint Procedure

In the event any client or any person on behalf of a client alleges discrimination based on race, color, national origin, sex, age or handicap, whether such complaint is written or oral, such person shall be advised as follows:

1. Any person (s) alleging discrimination has a right to file a complaint setting forth the alleged discriminatory action.

Such a complaint shall contain:

1. The name, address, telephone number or other means of contacting the complainant.
2. The specific location and name of the entity delivering the program, service or benefit.
3. The nature of the complaint or actions (s) that led the complainant to feel discrimination was a factor.
4. Basis on which the complainant feels the discrimination occurred.
5. Names, titles and addresses of the persons who may have knowledge of the discriminatory actions.
6. The date (s) during which the alleged discriminatory action (s) occurred or the duration of each such action.



CHEMICAL CO.
2302 LARKIN CIRCLE
SPARKS, NEVADA 89431-6587
TELEPHONE (775) 358-0888
FAX (775) 358-0987

SIERRA CHEMICAL CO.

SULFUR DIOXIDE

PRODUCT SPECIFICATION SHEET

Physical Properties:

SO ₂ *	:	> 99.9%
Moisture (H ₂ O)**	:	Max 100 ppm
Elemental SO***	:	Max 10 ppm
Acidity***	:	Max 25ppm
Non-Volatiles***	:	Max 50 ppm

* = Calculated from statistical analysis of quarterly results

** = Analysis performed on each load

*** = Analysis performed daily on stock tank

Sulfur Dioxide manufactured by Teck America is registered and meets the ISO 9001:2000 quality system standard. The product has been given kosher approval and meets the requirements for Food Codex.

Please refer to the material safety data sheet for additional information regarding the safe and proper handling procedures for this product.

NOTICE: The information given is offered solely for your consideration. No representations or warranties, express or implied, of merchantability or otherwise, are made or contained herein. User accepts full responsibilities for compliance with all applicable Federal, State and local laws and regulations.



CERTIFICATE OF ANALYSIS
NOTICE OF SHIPMENT

Product: **SULPHUR DIOXIDE**

Prepared for: **Sierra Chemical, Vista, Nevada**

PVS Order #: **U 265399** Customer PO #: **200109**

Date Shipped: **Feb 13, 2014** Shipped **UTLX920083**

Weight: **kg** Email: Ron.Espalin@sierrachem.com

Seal: **948440, 012066**

	ANALYTICAL RESULTS	SPECIFICATIONS
SO ₂ *	>99.9%	>99.9%
Moisture (H ₂ O) **	28 ppm	Max 100 ppm
Elemental SO ***	1.9 ppm	Max 10 ppm
Acidity ***	1.3 ppm	Max 25 ppm
Non-Volatiles ***	4.6 ppm	Max 50 ppm

* = Calculated from statistical analysis of quarterly results.

** = Analysis performed on each load.

*** = Analysis performed daily on stock tank .

C of A prepared by: **Teck – Trail Operations**
250-364-4608

RA-00013 (97-07-04)

Certificate of Registration

PricewaterhouseCoopers LLP has assessed whether the management system at

Teck Metals Ltd., Trail Operations Sulphur Gas Handling

25 Aldridge Avenue, Trail, BC V1R 4L8

is suitably designed to provide reasonable assurance that the requirements of the standards noted below (the Requirements) have been met, as of June 10, 2013.

SCOPE OF CERTIFICATION:

Manufacture of Sulphuric
Acid and Liquid Sulphur
Dioxide¹



ISO 9001:2008 Quality Management System Standard

Management is responsible for ensuring the management system meets the Requirements. Our responsibility is limited to expressing an opinion as to whether the Requirements were met, based on our assessment. The ISO 9001:2008 standard can be found at www.iso.org.

Our assessment was conducted in accordance with the ISO 17021:2011 management system auditing standard and, accordingly, included examining, on a sample basis, evidence supporting management's assertion that the Requirements were met and performing such other procedures as we considered necessary in the circumstances. We planned and performed our work in order to obtain reasonable, rather than absolute, assurance with respect to the information examined. We believe our work provides a reasonable basis for our opinion.

In our opinion, the management system was suitably designed to provide reasonable assurance that the Requirements were met, in all material respects, as of June 10, 2013.

PricewaterhouseCoopers LLP
PricewaterhouseCoopers LLP
Vancouver, Canada

Certificate No.
Date of Original Certification
Date of Current Certification
Date Certification Expires

PwC-ISO9001-207.3¹
June 18, 1997
July 18, 2013
July 17, 2016

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¹ Registered locations: Transport Support: Suite 3300, 550 Burrard Street, Vancouver, BC, V6C 0B3

² Sub-certificate to the Teck Metals Ltd., Trail Operations certificate PwC-ISO9001-207

Exhibit B:
Insurance Requirements
(Chemical Vendor - Sulfur Dioxide)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages 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, their agents, representatives, employees or subcontractors.

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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1) with combined single limits of liability of no less than **\$1,000,000** per accident for bodily injury and property damage, including **MCS90** endorsement form.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for 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.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ***Additional Insured Status***
 The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Contractor's insurance coverage to sole negligence.

- **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

- **Waiver of Subrogation**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. 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.

- **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- **Claims Made Policies**

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.
- **Verification of Coverage**
Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. 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, for any reason or no reason.
- **Special Risks or Circumstances**
The 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 circumstances.
- **Certificate holder address**
Proper address for mailing certificates, endorsements and notices shall be:
 - City of Stockton
 - Attention: Risk Services
 - 425 N. El Dorado Street
 - Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- **Maintenance of Insurance**
If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.
- **Subcontractors**
If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.