

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2016, between Pacific Coast Chemical Company ("Contractor"), whose address is 2424 Fourth Street, Berkeley, CA 94710 and telephone number is 510-549-3535 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, 2016 and complete providing the goods/performing the services by June 30, 2017; 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 \$ 4.25 per gallon of Sulfuric Acid.

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/performance 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: Pacific Coast Chemical Co.	To City:	City Manager
Attn: Dierdre Stull		City of Stockton
2424 Fourth Street		425 N. El Dorado St.
Berkeley CA 94710		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 NAME

KURT O. WILSON
CITY MANAGER

By: _____
Signature

Print name

Title: _____

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

ATTEST:

APPROVED AS TO FORM

BONNIE PAIGE
CITY CLERK

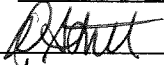
JOHN LUEBBERKE
CITY ATTORNEY

STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 16-2016
SUPPLY AND DELIVERY OF SULFURIC ACID

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 sulfuric acid 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: Pacific Coast Chemicals Company
Address: 2424 Fourth Street
City, State, ZIP: Berkeley, CA 94710
Phone: 510-549-3535
Email: dastulle@pcochem.com
Authorized Representative: Dierdre Stull
Signature: 
Date: 4/4/2016

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

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

SULFURIC ACID

BID NO. 16-2016

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
Pacific Coast Chemicals Company
2. Bidder's Street Address:
2424 Fourth Street, Berkeley, CA 94710
3. Mailing Address:
2424 Fourth Street, Berkeley, CA 94710
4. Business Telephone: 510-549-3535 Fax Number: 510-549-0890
5. Type of Supplier:
 Sole Proprietor Partnership Corporation
 If Corporation, indicate State where incorporated: California
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 021973 Issuing City: Berkeley, CA
7. Supplier Federal Tax Identification Number: 94-1295524
8. Emergency Contact: Name: Steve Shaffer (Business Manager)
 Phone Number: 510-520-0683
9. Order Contact: Name: Charles Board (Sales Rep.)
 Address: 2424 Fourth Street, Berkeley, CA 94710
 Phone Number: 510-0334 Fax Number: 510-549-0890
 Email: charles.board@pccchem.com
10. References:
- | Company/Agency Name | Contact Name | Phone Number |
|--------------------------------|--------------------------|---------------------|
| 1) <u>Chemical Engineering</u> | <u>Bill Halsey</u> | <u>510-430-2792</u> |
| 2) <u>Coastal Cogeneration</u> | <u>Kevin Krangle</u> | <u>510-787-4102</u> |
| 3) <u>Calpine</u> | <u>Reggie Littlejohn</u> | <u>925-252-2093</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):
V.R. Simplot Company (Corporate Office)
999 Main Street, Ste. 300
Boise, ID 83702

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

State of California)
) ss.
County of Alameda)

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

CFO of Pacific Coast Chemicals 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.

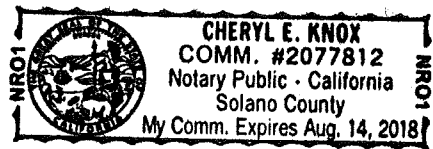
I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

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

Subscribed and sworn to before me this, 4th Day of April, 20 16

Cheryl E. Knox
Signature of Notary Public In and For

The County of Alameda
State of California



All Signatures Must Be Witnessed By Notary

SULFURIC ACID

BID NO. 16-2016

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 16-2016, PAGE 1 OF 2**

Sealed bids must be enclosed in an envelope clearly marked:

**"BID FOR SULFURIC ACID
BACC BID NO. 16-2016"**

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 5, 2016

Business Name:

Pacific Coast Chemicals Company

Business Address

2424 Fourth Street
Berkeley, CA 94710

Telephone Number: 510-549-3535

Facsimile Number: 510-549-0890

Email Address: dastulle@pcchem.com

Authorized Representative (Please Print):

Dierdre Stull

Date: 4/4/2016

- I. All costs except California State sales tax for the purchase of sulfuric acid 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 \$/gallon.**

BACC Agencies: North Bay Locations

Contra Costa Water District

Unit Price for Sulfuric Acid:

\$ 0.998 /gallon

BACC Agencies: South Bay Locations

Santa Clara Valley Water District

Unit Price for Sulfuric Acid:

\$ 0.998 /gallon

BACC Agencies: Sacramento Area Locations

City of Roseville

Unit Price for Sulfuric Acid:

\$ 0.998 /gallon

BACC Agencies: Central Valley Locations

City of Stockton

Unit Price for Sulfuric Acid:

\$ 4.25 /gallon

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 16-2016, PAGE 2 OF 2**

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).
- 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.



The Public Health and Safety Organization

J. R. Simplot Company

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

Visit this company's website

(<http://www.simplot.com>)

Number of matching Manufacturers is 1

Processing time was 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, April 04, 2016** 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?CompanyName=J%20ER%20E+SIMPLOT&ChemicalName=Sulfuric+Acid&PlantState=California+CA&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

J. R. Simplot Company

999 Main Street, Suite 1300

Boise, ID 83702

United States

208-336-2110

Visit this company's website

(<http://www.simplot.com>)

Facility : Lathrop, CA

Sulfuric Acid

Trade Designation

50% Sulfuric Acid

Product Function

Max Use

100mg/L

	Corrosion & Scale Control	
	pH Adjustment	
Sulfuric Acid 93%	Corrosion & Scale Control	50 mg/L
	pH Adjustment	
Sulfuric Acid 98%	Corrosion & Scale Control	50 mg/L
	pH Adjustment	

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds



Product Data Sheet

SULFURIC ACID – 93% 66° BAUME NSF GRADE

<u>Chemical Properties</u>	<u>Specification Maximum⁽¹⁾⁽²⁾</u>	<u>Typical⁽¹⁾</u>
Assay (H ₂ SO ₄)	93.2% Min	93.5%
Iron (Fe)	20	<15
Nitrate (NO ₃)	10	4
Arsenic (As)	3	<0.1
Chloride(C)	50	<1
Lead (Pb)	5	1
Selenium (Se)	20	<0.5
Reducing substances (SO ₂)	Passes Test	Passes Test

Physical Properties

Specific Gravity @ 60°F & 93.2%	1.835
Density (lbs/gal)	15.3
Freeze point	-25°F
Color (APHA)	Colorless

Shipping Point

Lathrop, CA



⁽¹⁾ ppm unless otherwise noted
⁽²⁾ Maximum unless otherwise noted

PDS SA93 LAT NSF
11/11/11

Simplot

J. R. Simplot Company (208) 672-2700
Industrial Products (800) 635-9444
999 Main Street, Ste. 300 (800) 832-8892 FAX
Boise, ID 83702

DISCLAIMER: This Product Data Sheet and information it contains is considered to be accurate at the date of printing. No warranty or representation, expressed or implied, is made as to the accuracy or completeness of the data and information contained herein. It is the User's obligation to evaluate and use products safely, to review the accompanying MSDS, and to comply with all applicable laws and regulations. The User must make a thorough evaluation and determine whether the product is appropriate for the intended use. Nothing herein shall be construed as a permission, recommendation or authorization given or implied to practice any patented invention without a valid license. There are no express or implied warranties of merchantability or fitness for a particular purpose. See Simplot's Terms and Conditions of Sale for more detailed information concerning the sale of this product.

Sulfuric Acid 93%**Safety Data Sheet**

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
 Product name : Sulfuric Acid 93%
 Product code : M16020

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.3. Details of the supplier of the safety data sheet

JR Simplot Company
 Boise, ID 83707
 T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Corr. 1A H314

Carc. 1A H350

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US)



GHS05



GHS08

Signal word (GHS-US)

: Danger

Hazard statements (GHS-US)

: H314 - Causes severe skin burns and eye damage
 H350 - May cause cancer

Precautionary statements (GHS-US)

: P201 - Obtain special instructions before use
 P202 - Do not handle until all safety precautions have been read and understood
 P260 - Do not breathe dust/fume/gas/mist/vapors/spray
 P264 - Wash ... thoroughly after handling
 P280 - Wear protective gloves/protective clothing/eye protection/face protection
 P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting
 P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
 P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
 P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 P308+P313 - If exposed or concerned: Get medical advice/attention
 P310 - Immediately call a poison center/doctor/...
 P321 - Specific treatment (see ... on this label)
 P363 - Wash contaminated clothing before reuse
 P405 - Store locked up
 P501 - Dispose of contents/container to ...

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

No data available

Sulfuric Acid 93%**Safety Data Sheet**

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
sulfuric acid	(CAS No) 7664-93-9	93	Skin Corr. 1A, H314 Carc. 1A, H350
Water	(CAS No) 7732-18-5	7	Not classified

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Assure fresh air breathing. Allow the victim to rest.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
- First-aid measures after eye contact : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

Sulfuric Acid 93%**Safety Data Sheet**

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 7: Handling and storage**7.1. Precautions for safe handling**

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapor.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection**8.1. Control parameters**

No additional information available

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

Respiratory protection : Wear appropriate mask.

Other information : Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties**9.1. Information on basic physical and chemical properties**

Physical state : Liquid

Color : Colorless

Odor : characteristic

Odor threshold : No data available

pH : No data available

Relative evaporation rate (butyl acetate=1) : No data available

Melting point : No data available

Freezing point : No data available

Boiling point : No data available

Flash point : No data available

Auto-ignition temperature : No data available

Decomposition temperature : No data available

Flammability (solid, gas) : No data available

Vapor pressure : No data available

Relative vapor density at 20 °C : No data available

Relative density : No data available

Solubility : Water: Solubility in water of component(s) of the mixture :
• :

Log Pow : No data available

Log Kow : No data available

Viscosity, kinematic : No data available

Viscosity, dynamic : No data available

Explosive properties : No data available

Oxidizing properties : No data available

Explosive limits : No data available

9.2. Other information

No additional information available

Sulfuric Acid 93%**Safety Data Sheet**

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SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Stable. Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Sulfuric Acid 93%	
LD50 oral rat	> 5000 mg/kg
LC50 inhalation rat (mg/l)	18 - 420 mg/m ³

Skin corrosion/irritation : Causes severe skin burns and eye damage.

Serious eye damage/irritation : Not classified

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Based on available data, the classification criteria are not met

Carcinogenicity : May cause cancer.

sulfuric acid (7664-93-9)	
IARC group	1 - Carcinogenic to humans
National Toxicology Program (NTP) Status	2 - Known Human Carcinogens

Reproductive toxicity : Not classified

Based on available data, the classification criteria are not met

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Based on available data, the classification criteria are not met

Aspiration hazard : Not classified

Based on available data, the classification criteria are not met

Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

SECTION 12: Ecological information

12.1. Toxicity

Sulfuric Acid 93%	
LC50 fish 1	42 - 500 mg/l
EC50 Daphnia 1	28 - 88 mg/l

sulfuric acid (7664-93-9)	
LC50 fish 1	42 mg/l (96 h; Gambusia affinis)
EC50 Daphnia 1	29 mg/l (24 h; Daphnia magna)
LC50 fish 2	49 mg/l (48 h; Lepomis macrochirus)
TLM fish 1	42 mg/l (96 h; Gambusia affinis)
Threshold limit other aquatic organisms 1	6900 mg/l (24 h; Pseudomonas fluorescens)

08/29/2014

EN (English US)

4/7

Sulfuric Acid 93%**Safety Data Sheet**

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.2. Persistence and degradability

Sulfuric Acid 93%	
Persistence and degradability	Not established.
sulfuric acid (7664-93-9)	
Persistence and degradability	Biodegradability: not applicable. No (test)data on mobility of the components available. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable
Water (7732-18-5)	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Sulfuric Acid 93%	
Bioaccumulative potential	Not established.
sulfuric acid (7664-93-9)	
Log Pow	-2.20 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
Water (7732-18-5)	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on ozone layer : No additional information available

Effect on the global warming : No known ecological damage caused by this product.

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations**13.1. Waste treatment methods**

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

In accordance with DOT

Transport document description : UN1830 Sulfuric acid, 8, II

UN-No.(DOT) : 1830

DOT NA no. : UN1830

DOT Proper Shipping Name : Sulfuric acid

Department of Transportation (DOT) Hazard Classes : 8 - Class 8 - Corrosive material 49 CFR 173.136

Hazard labels (DOT) : 8 - Corrosive



Packing group (DOT) : II - Medium Danger

Sulfuric Acid 93%

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

- DOT Special Provisions (49 CFR 172.102) : A3 - For combination packaging, if glass inner packaging (including ampoules) are used, they must be packed with absorbent material in tightly closed metal receptacles before packing in outer packaging.
 A7 - Steel packaging must be corrosion-resistant or have protection against corrosion.
 B3 - MC 300, MC 301, MC 302, MC 303, MC 305, and MC 306 and DOT 406 cargo tanks and DOT 57 portable tanks are not authorized.
 B83 - Bottom outlets are prohibited on tank car tanks transporting sulfuric acid in concentrations over 65.25 percent.
 B84 - Packaging must be protected with non-metallic linings impervious to the lading or have a suitable corrosion allowance for sulfuric acid or spent sulfuric acid in concentration up to 65.25 percent.
 IB2 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized.
 N34 - Aluminum construction materials are not authorized for any part of a packaging which is normally in contact with the hazardous material.
 T8 - 4 178.274(d)(2) Normal..... Prohibited
 TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: tr is the maximum mean bulk temperature during transport, tf is the temperature in degrees celsius of the liquid during filling, and a is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (tf) and the maximum mean bulk temperature during transportation (tr) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: d15 and d50 are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively.
 TP12 - This material is considered highly corrosive to steel.
- DOT Packaging Exceptions (49 CFR 173.xxx) : 154
 DOT Packaging Non Bulk (49 CFR 173.xxx) : 202
 DOT Packaging Bulk (49 CFR 173.xxx) : 242
 DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : 1 L
 DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 30 L
 DOT Vessel Stowage Location : C - The material must be stowed "on deck only" on a cargo vessel and on a passenger vessel.
 DOT Vessel Stowage Other : 14 - For metal drums, stowage permitted under deck on cargo vessels

Additional information

Other information : No supplementary information available.

ADR

Transport document description :

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

Sulfuric Acid 93%	
Not listed on the United States TSCA (Toxic Substances Control Act) inventory	
sulfuric acid (7664-93-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Not listed on the United States SARA Section 313	
Listed on United States SARA Section 313	
RQ (Reportable quantity, section 304 of EPA's List of Lists) :	1000 lb
SARA Section 302 Threshold Planning Quantity (TPQ)	1000 lb

15.2. International regulations

CANADA

No additional information available

Sulfuric Acid 93%

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC or 1999/45/EC

Not classified

15.2.2. National regulations

sulfuric acid (7664-93-9)

Listed on IARC (International Agency for Research on Cancer)
Listed as carcinogen on NTP (National Toxicology Program)

15.3. US State regulations

sulfuric acid (7664-93-9)

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

Data sources

:
: REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labeling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.

Other information

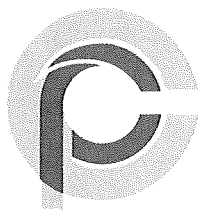
: None.

Full text of H-phrases: see section 16:

Carc. 1A	Carcinogenicity Category 1A
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H314	Causes severe skin burns and eye damage
H350	May cause cancer

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.



pacific coast chemicals •

www.pcchem.com

p (510) 549-3535 • f (510) 549-0890 • 2424 4th Street, Berkeley,
California 94710

April 4, 2016

To: Bay Area Chemical Consortium

If awarded the business for Sulfuric Acid on BACC Bid No. 16-2016, Pacific Coast Chemicals Company would be supplying product produced by J.R. Simplot at their plant in Lathrop, CA which will be transported by:

California Tank Lines/Chemical Transfer
3105 S. El Dorado St.
Stockton, CA 95206-3406
(209) 466-3554



Steve Shaffer
Business Manager

EXHIBIT B
Insurance Requirements
(Chemical Vendor - Sulfuric Acid)

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.