

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Brenntag Pacific, Inc. ("Contractor") to provide Sodium Hydroxide as set forth in Exhibit A to this Agreement.
2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: July 1, 2025 Terminates on: June 30, 2026
3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 544,000
4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
 - (a) Exhibit A – Statement of Work
 - (b) Exhibit B – Insurance
 - (c) Exhibit C – General Terms and Conditions
 - (d) Exhibit D – Goods and Services Special Terms & Conditions
 - (e) Exhibit E – Compensation Schedule
 - (f) Exhibit F – Timeline
 - (g) Exhibit G - Discrimination and Harassment Policy (HR-15)
 - (h) Exhibit H – Bid Documents

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

CONTRACTOR

Brenntag Pacific, Inc.

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

W. Thomas Crain Jr.

3/13/2025

Authorized Signature

Date

W. Thomas Crain, Jr., President

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

EXHIBIT A**STATEMENT OF WORK****1. Project Objectives.**

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

2. Project Scope.

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

3. Notices.

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

Contractor: Brenntag Pacific, Inc.

Attn: Laura Tua

10747 Patterson Place

Santa Fe Springs, CA 90670

City: City of Stockton

Attn: City Manager

425 N. El Dorado Street

Stockton, CA 95202

4. Option to Renew.

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

Exhibit B:
Insurance Requirements
 (Chemical Sodium Hydroxide)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Self-Insured Retentions

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

Other Insurance Provisions

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

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

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

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Umbrella or Excess Policy

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

Acceptability of Insurers

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

Verification of Coverage

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

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

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

Duration of Coverage

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

Special Risks or Circumstances

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

Certificate Holder Address

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

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under

this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 **Funding- Non-Appropriation.** It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

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

15. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

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

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

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

31. Entire Agreement, Integration, and Modification.

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

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

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

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

EXHIBIT D

GOODS AND SERVICES TERMS AND CONDITIONS

1 **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2 **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3 **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4 Standard of Performance

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

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

5 Compensation

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

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

6 Reports and Information

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

7 Findings Confidential

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

8 Right of Inspection

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

9 Warranty

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

10 **Ownership**

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

11 **Applicable Laws**

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

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

12 **Prevailing Wage**

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

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

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

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

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

13 Shipping Terms

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

14 Deliveries

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

15 Price and Quantities

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

EXHIBIT E**COMPENSATION SCHEDULE**

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

1 Project Price.

1.1 The maximum the Contractor shall be paid on this Agreement is \$544,000 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

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

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

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

| Item | Description | Item Price |
|------|------------------------|--------------------|
| 1 | Sodium Hydroxide (25%) | \$888.48 / Dry Ton |
| 2 | Sodium Hydroxide (50%) | \$774.00 / Dry Ton |

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

City of Stockton Municipal Utilities Department
 Attention: Program Manager III - Wastewater
 2500 Navy Drive
 Stockton, CA 95206
 Email: MUDFinance@stocktonca.gov

EXHIBIT F

TIMELINE

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

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

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

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

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

EXHIBIT G

DISCRIMINATION AND HARASSMENT POLICY (HR-15)

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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| Subject: DISCRIMINATION AND HARASSMENT POLICY | Directive No. HR-15 | Page No. 1 of 14 |
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/96, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

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

II. POLICY

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

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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

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

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III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

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

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

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

1. **Verbal Harassment:** Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 2. **Physical Harassment:** Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 3. **Visual Harassment:** The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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

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

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

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

D. Affordable Care Act (ACA) Anti-Retaliation

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

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

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

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

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

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

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

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

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.
2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment
- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
 - b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
 - c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

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

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

B. Investigative Guidelines

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

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

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supervisors, about the harassment.

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

VI. RESPONDING TO THE COMPLAINT

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

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

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

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

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

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

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

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

VII. DISCIPLINE

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

VIII. ALTERNATIVE REMEDIES

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

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

| | | |
|--|---|--|
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PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

IX. COMMUNICATION OF POLICY

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

APPROVED:



KURT O. WILSON
CITY MANAGER

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**BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 12-2025
SUPPLY AND DELIVERY OF SODIUM HYDROXIDE**

I hereby agree to furnish SODIUM HYDROXIDE 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: Brenntag Pacific, Inc.
 Address: 10747 Patterson Place
 City, State, ZIP: Santa Fe Springs, CA 90670
 Phone: 562 903-9626
 Email: laura.tua@brenntag.com
 Authorized Representative: W. Thomas Crain, Jr., President
 Signature: 
 Date: 2/19/25

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 THROUGH 1.

SPECIFIC DEVIATIONS:

☐

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

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

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

Brenntag counts a various suppliers and storage facilities to chose from in the event one should unexpectedly face supply issues.

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

1. Legal Name of Bidder: Brenntag Pacific, Inc.
2. Bidder's Street Address: 10747 Patterson Place, Santa Fe Springs, CA 90670
3. Mailing Address: 10747 Patterson Place, Santa Fe Springs, CA 90670
4. Business Telephone: 562 903-9626 Fax Number: 562 944-7484
5. Type of Supplier:
☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ LLC
 If Corporation, indicate State where incorporated: Delaware
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 0580-10747-0000 Issuing City: City of Santa Fe Springs
7. Supplier Federal Tax Identification Number: 20-0552611
8. Emergency Contact: Name: Skylar Handy
 Phone Number: 559 485-4150
9. Order Contact: Name: Skylar Handy
 Address: 175 N Hughes Ave., Fresno, CA 93706
 Phone Number: 559 485-4150 Fax Number: _____
 Email: richmondcustomerservice@brenntag.com
10. References:

| <u>Company/Agency Name</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|---|----------------------|---------------------|
| 1) <u>Metropolitan Water District</u> | <u>Angelo Sarao</u> | <u>213 217-1627</u> |
| 2) <u>West Basin Municipal Water District</u> | <u>Colette Ayala</u> | <u>310 660-6284</u> |
| 3) <u>Marin Municipal Water District</u> | _____ | _____ |
11. Chemical Manufacturer's name and address (if different from Bidder):
Brenntag Global Marketing

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 12-2025
FOR SUPPLY AND DELIVERY OF SODIUM HYDROXIDE**

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

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

No later than 4:00 PM. PT
Thursday, February 20, 2025

Legal Name of Bidder:
Brenntag Pacific, Inc.

Business Address
10747 Patterson Place

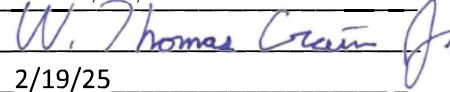
Santa Fe Springs, CA 90670

Telephone Number: 562 903-9626

Facsimile Number: 562 944-7484

Email Address: laura.tua@brenntag.com

Authorized Representative (Please Print):
W. Thomas Crain, Jr., President

Signature: 

Date: 2/19/25

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

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

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

III. Bidder Obligations

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

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

State of California)
) ss.
County of Los Angeles)

W. Thomas Crain, Jr., being first duly sworn, deposes and says that he or she is the
(Bidder's Authorized Representative)

President of Brenntag Pacific, Inc. the party making the
(Title of Representative) (Legal Name of Bidder)

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

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

W. Thomas Crain Jr.
Signature of: President, Secretary,
Manager, Owner, or Representative

Subscribed and sworn to before me this, 19th day of February, 2025

[Signature]
Signature of Notary Public In and For

The County of Dallas,

State of Texas



All Signatures Must Be Witnessed By Notary



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, February 18, 2025** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

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

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

[CompanyName=Brenntag+Pacific%2C+Inc%2E&ChemicalName=Sodium+Hydroxide&PlantState=California+CA&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Brenntag+Pacific%2C+Inc%2E&ChemicalName=Sodium+Hydroxide&PlantState=California+CA&PlantCountry=UNITED+STATES&)

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

Brenntag Pacific, Inc.

10747 Patterson Place

Santa Fe Springs, CA 90670

United States

323-562-9500

[Visit this company's website](#)

<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-pacific/index.jsp>

Facility : Fresno, CA

Sodium Hydroxide

Trade Designation

Caustic Soda Solution, 25%[4]

Product Function

Corrosion & Scale Control
pH Adjustment

Max Use

200mg/L

Caustic Soda Solution, 30%[4]

Corrosion & Scale Control
pH Adjustment

165mg/L

Contract with Brenntag Pacific Inc. for Sodium Hydroxide

| | | |
|-----------------------------------|---------------------------|----------------------|
| Caustic Soda Solution, 50%[4] | Corrosion & Scale Control | EXHIBIT 3 100mg/L |
| | pH Adjustment | |
| Sodium Hydroxide 20%[4] | Corrosion & Scale Control | 250mg/L |
| | pH Adjustment | |
| Sodium Hydroxide Solution, 25%[4] | Corrosion & Scale Control | 200mg/L |
| | pH Adjustment | |
| Sodium Hydroxide Solution, 30%[4] | Corrosion & Scale Control | 165mg/L |
| | pH Adjustment | |
| Sodium Hydroxide Solution, 50%[4] | Corrosion & Scale Control | 100mg/L |
| | pH Adjustment | |
| Sodium Hydroxide, 25%[4] | Corrosion & Scale Control | 200mg/L |
| | pH Adjustment | |
| Sodium Hydroxide, 30%[4] | Corrosion & Scale Control | 165mg/L |
| | pH Adjustment | |
| Sodium Hydroxide, 50%[4] | Corrosion & Scale Control | 100mg/L |
| | pH Adjustment | |

[4] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, CA

Sodium Hydroxide

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-----------------------------------|--------------------------------|-----------------------|
| Caustic Soda Solution, 50%[5] | Corrosion & Scale Control | 100mg/L |
| | pH Adjustment | |
| Sodium Hydroxide 20%[5] | Corrosion & Scale Control | 250mg/L |
| | pH Adjustment | |
| Sodium Hydroxide 25%[5] | Corrosion & Scale Control | 200mg/L |
| | pH Adjustment | |
| Sodium Hydroxide 30%[5] | Corrosion & Scale Control | 167mg/L |
| | pH Adjustment | |
| Sodium Hydroxide Solution, 50%[5] | Corrosion & Scale Control | 100mg/L |
| | pH Adjustment | |

Sodium Hydroxide, 50%[5]

Corrosion & Scale Control
pH Adjustment

EXHIBIT 3
100mg/L

[5] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : South Gate, CA

Sodium Hydroxide

Trade Designation

Product Function

Max Use

Sodium Hydroxide 15%[6]

pH Adjustment
Corrosion & Scale Control

250mg/L

Sodium Hydroxide 15% Solution[6]

pH Adjustment
Corrosion & Scale Control

250mg/L

Sodium Hydroxide Solution, 20%[6]

Corrosion & Scale Control
pH Adjustment

250mg/L

Sodium Hydroxide Solution, 25%[6]

Corrosion & Scale Control
pH Adjustment

200mg/L

Sodium Hydroxide Solution, 30%[6]

Corrosion & Scale Control
pH Adjustment

167mg/L

Sodium Hydroxide Solution, 50%[6]

Corrosion & Scale Control
pH Adjustment

100mg/L

Sodium Hydroxide, 20%[6]

Corrosion & Scale Control
pH Adjustment

250mg/L

Sodium Hydroxide, 25%[6]

Corrosion & Scale Control
pH Adjustment

200mg/L

Sodium Hydroxide, 30%[6]

Corrosion & Scale Control
pH Adjustment

167mg/L

Sodium Hydroxide, 50%[6]

Corrosion & Scale Control
pH Adjustment

100mg/L

[6] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Wilmington, CA

Sodium Hydroxide

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------|--|----------------|
| Sodium Hydroxide 50%[1] | Corrosion & Scale Control pH Adjustment | 100mg/L |
| Sodium Hydroxide Solution[1] | Corrosion & Scale Control pH Adjustment | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 28

Processing time was 0 seconds

Brenntag Pacific, Inc.**BRENNTAG**

Certificate of Analysis

Sodium Hydroxide 20%

Date: 11/01/2018**Lot No.: SG-471063****Tests**

Appearance:

Specific Gravity @ 20°C:

% NaOH:

Results

Clear Colorless Liquid

1.223

20.05

Approved By: Nader G. L. Louca
Nader Louca
Quality Control Chemist

Brenntag Pacific, Inc.4545 Ardine Street
South Gate, CA 90280Telephone: (323) 832-5000
Fax: (323) 773-0909**QA**
QUALITY ASSURANCE



Certificate of Analysis

Sodium Hydroxide 25%

Date: 02/15/2023

Lot No.: SG-611462

Tests

Appearance:

Specific Gravity @ 20°C:

% NaOH:

% Na₂O:

Results

Clear Colorless Liquid

1.276

25.16

19.50

Maximum use level 200 mg/L

Approved By: Nader G. L. Louca
Nader Louca
Quality Control Chemist

Brenntag Pacific, Inc.
4545 Ardine Street
South Gate, CA 90280

Telephone: (323) 832-5000
Fax: (323) 773-0909



Certificate of Analysis

Sodium Hydroxide 30%

Date: 02/16/2023

Lot No.: SG-611510

Tests

Appearance:

Specific Gravity @ 20°C:

% Sodium Hydroxide:

Results

Clear Colorless Liquid

1.327

29.84

Approved By: Nader G. L. Louca
Nader Louca
Quality Control Chemist

Brenntag Pacific, Inc.
4545 Ardine Street
South Gate, CA 90280

Telephone: (323) 832-5000
Fax: (323) 773-0909



Certified to
NSF/ANSI 60

Certificate of Analysis

Sodium Hydroxide 50% Membrane

Date: 02/22/2023**Manufacturing Date:** 02/15/2023**Expiration Date:** 02/15/2026**Lot No.:** WMT-350376-1**Tests****Specifications****Results**

Sodium Hydroxide (NaOH), Wt%

48.50 – 51.00

48.66 %

Total Alkalinity as Na₂O, Wt%

37.59 -39.52

37.70 %

| | Wt % | ppm | |
|--|-------|------|----------|
| Sodium Carbonate (Na ₂ CO ₃), Max | 0.15 | 1500 | 0.05 % |
| Sodium Chloride (NaCl), Max | 0.01 | 100 | 17 ppm |
| Sodium Chlorate (NaClO ₃) | --- | --- | 22 ppm |
| Sodium Sulfate (Na ₂ SO ₄), Max | 0.008 | 80 | 39 ppm |
| Iron (Fe), Max | 0.005 | 5.0 | 0.40 ppm |
| Specific Gravity @ 60/60 °F | | | 1.519 |

Maximum use level 100 mg/L

Brenntag Pacific, Inc.4545 Ardine Street
South Gate, CA 90280Telephone: (323) 832 5000
Fax: (323) 773-0909

1. Identification

| | | |
|--|---|----------|
| Other means of identification | None known. | |
| Product identifier | SODIUM HYDROXIDE 50% DIA | |
| Recommended use | ALL PROPER AND LEGAL PURPOSES | |
| Recommended restrictions | None known. | |
| Manufacturer/Importer/Supplier/Distributor information | | |
| Manufacturer | | |
| Company name | Brenntag Pacific Inc. | |
| Address | 10747 Patterson Place Santa Fe Springs, CA 90670 | |
| Telephone | 562-903-9626 | |
| E-mail | Not available. | |
| Emergency phone number | 800-424-9300 | CHEMTREC |

2. Hazard(s) identification

| | | |
|-----------------------|---|---|
| Physical hazards | Not classified. | |
| Health hazards | Acute toxicity, oral | Category 3 |
| | Skin corrosion/irritation | Category 1 |
| | Serious eye damage/eye irritation | Category 1 |
| | Specific target organ toxicity, single exposure | Category 3 respiratory tract irritation |
| Environmental hazards | Not classified. | |
| OSHA defined hazards | Not classified. | |
| Label elements | | |



| | |
|--|--|
| Signal word | Danger |
| Hazard statement | Toxic if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation. |
| Precautionary statement | |
| Prevention | Avoid breathing mist/vapors. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection. |
| Response | If swallowed: Immediately call a poison center/doctor. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. |
| Storage | Store in a well-ventilated place. Keep container tightly closed. Store locked up. |
| Disposal | Dispose of contents/container in accordance with local/regional/national/international regulations. |
| Hazard(s) not otherwise classified (HNOC) | None known. |
| Supplemental information | None. |

3. Composition/information on ingredients

Mixtures

| Chemical name | Common name and synonyms | CAS number | EXHIBIT 3 |
|---------------------------|--------------------------|------------|-----------|
| SODIUM HYDROXIDE (NA(OH)) | | 1310-73-2 | 50 - 60 |

4. First-aid measures

| | |
|---|--|
| Inhalation | Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell. |
| Skin contact | Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. |
| Eye contact | Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. |
| Ingestion | Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Do not use mouth-to-mouth method if victim ingested the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. |
| Most important symptoms/effects, acute and delayed | Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. |
| Indication of immediate medical attention and special treatment needed | Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed. |
| General information | If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. |

5. Fire-fighting measures

| | |
|--|---|
| Suitable extinguishing media | Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). |
| Unsuitable extinguishing media | Do not use water jet as an extinguisher, as this will spread the fire. |
| Specific hazards arising from the chemical | During fire, gases hazardous to health may be formed. |
| Special protective equipment and precautions for firefighters | Self-contained breathing apparatus and full protective clothing must be worn in case of fire. |
| Fire fighting equipment/instructions | Move containers from fire area if you can do so without risk. |
| Specific methods | Use standard firefighting procedures and consider the hazards of other involved materials. |
| General fire hazards | No unusual fire or explosion hazards noted. |

6. Accidental release measures

| | |
|--|--|
| Personal precautions, protective equipment and emergency procedures | Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Avoid breathing mist/vapors. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS. |
| Methods and materials for containment and cleaning up | Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. |
| Environmental precautions | Avoid discharge into drains, water courses or onto the ground. |

7. Handling and storage

| | |
|---|---|
| Precautions for safe handling | Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Avoid breathing mist/vapors. Avoid prolonged exposure. When using, do not eat, drink or smoke. Provide adequate ventilation. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices. |
| Conditions for safe storage, including any incompatibilities | Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). |

8. Exposure controls/personal protection

EXHIBIT 3

Occupational exposure limits

US. OSHA Table Z-1 Permissible Exposure Limits (PEL) for Air Contaminants (29 CFR 1910.1000)

| Components | Type | Value |
|--|------|---------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | PEL | 2 mg/m3 |

US. ACGIH Threshold Limit Values (TLV)

| Components | Type | Value |
|--|---------|---------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | Ceiling | 2 mg/m3 |

NIOSH. Immediately Dangerous to Life or Health (IDLH) Values, as amended

| Components | Type | Value |
|--|------|----------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | IDLH | 10 mg/m3 |

US. NIOSH: Pocket Guide to Chemical Hazards Recommended Exposure Limits (REL)

| Components | Type | Value |
|--|---------|---------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | Ceiling | 2 mg/m3 |

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection Chemical respirator with organic vapor cartridge.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Liquid.

Color CLEAR

Odor ODORLESS

Odor threshold Not available.

pH 14
14

Melting point/freezing point 41 °F (5 °C)

Initial boiling point and boiling range 1371.2 °F (744 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits**Explosive limit - lower (%)** Not available.**Explosive limit - upper (%)** Not available.**Vapor pressure** Not available.**Vapor density** Not available.**Relative density** Not available.**Solubility(ies)****Solubility (water)** Not available.**Partition coefficient
(n-octanol/water)** Not available.**Auto-ignition temperature** Not available.**Decomposition temperature** Not available.**Viscosity** Not available.**Other information****Density** 12.76 lbs/gal
1.53 g/ml**Explosive properties** Not explosive.**Oxidizing properties** Not oxidizing.**Percent volatile** 50 % estimated**Specific gravity** 1.53**10. Stability and reactivity****Reactivity** The product is stable and non-reactive under normal conditions of use, storage and transport.**Chemical stability** Material is stable under normal conditions.**Possibility of hazardous reactions** Hazardous polymerization does not occur.**Conditions to avoid** Contact with incompatible materials.**Incompatible materials** Strong acids.**Hazardous decomposition products** No hazardous decomposition products are known.**11. Toxicological information****Information on likely routes of exposure****Inhalation** May cause irritation to the respiratory system. Prolonged inhalation may be harmful.**Skin contact** Causes severe skin burns.**Eye contact** Causes serious eye damage.**Ingestion** Toxic if swallowed. Causes digestive tract burns.**Symptoms related to the physical, chemical and toxicological characteristics** Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.**Information on toxicological effects****Acute toxicity** In high concentrations, vapors are anesthetic and may cause headache, fatigue, dizziness and central nervous system effects. Toxic if swallowed.

| Product | Species | Test Results |
|--------------------------|---------|---------------|
| SODIUM HYDROXIDE 50% DIA | | |
| <u>Acute</u> | | |
| Dermal | | |
| ATEmix | | 2700 mg/kg bw |
| Oral | | |
| ATEmix | | 280 mg/kg bw |

| | | | |
|---|---|-----------------|--|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | | | |
| <u>Acute</u> | | | |
| Dermal | | | |
| LD50 | Rabbit | 1350 mg/kg | |
| Oral | | | |
| LD50 | Rat | 140 - 340 mg/kg | |
| Skin corrosion/irritation | Causes severe skin burns and eye damage. | | |
| Serious eye damage/eye irritation | Causes serious eye damage. | | |
| Respiratory or skin sensitization | | | |
| Respiratory sensitization | Due to partial or complete lack of data the classification is not possible. | | |
| Skin sensitization | Due to partial or complete lack of data the classification is not possible. | | |
| Germ cell mutagenicity | Due to partial or complete lack of data the classification is not possible. | | |
| Carcinogenicity | Due to partial or complete lack of data the classification is not possible. | | |
| IARC Monographs. Overall Evaluation of Carcinogenicity | | | |
| Not listed. | | | |
| OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053) | | | |
| Not listed. | | | |
| US. National Toxicology Program (NTP) Report on Carcinogens | | | |
| Not listed. | | | |
| Reproductive toxicity | Due to partial or complete lack of data the classification is not possible. | | |
| Specific target organ toxicity - single exposure | May cause respiratory irritation. | | |
| Specific target organ toxicity - repeated exposure | Due to partial or complete lack of data the classification is not possible. | | |
| Aspiration hazard | Due to partial or complete lack of data the classification is not possible. | | |
| Chronic effects | Prolonged inhalation may be harmful. | | |

12. Ecological information

| | | | |
|--------------------|--|--|--|
| Ecotoxicity | The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. | | |
|--------------------|--|--|--|

| Components | Species | | Test Results |
|---|---|---|------------------------------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | | | |
| Aquatic | | | |
| Acute | | | |
| Crustacea | EC50 | Water flea (Ceriodaphnia dubia) | 34.59 - 47.13 mg/l, 48 hours |
| Fish | LC50 | Western mosquitofish (Gambusia affinis) | 125 mg/l, 96 hours |
| Persistence and degradability | No data is available on the degradability of this product. | | |
| Bioaccumulative potential | No data available. | | |
| Mobility in soil | No data available. | | |
| Other adverse effects | No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component. | | |

13. Disposal considerations

| | | | |
|-----------------------------------|--|--|--|
| Disposal instructions | Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations. | | |
| Local disposal regulations | Dispose in accordance with all applicable regulations. | | |
| Hazardous waste code | D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company. | | |

Waste from residues / unused products

Dispose of in accordance with local regulations. Empty containers or liners must be disposed of in a safe manner (see: Disposal instructions).

EXHIBIT 3

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

| | |
|----------------------------|------------------------------|
| UN number | UN1824 |
| UN proper shipping name | SODIUM HYDROXIDE SOLUTION RQ |
| Transport hazard class(es) | |
| Class | 8 |
| Subsidiary hazard | - |
| Packing group | II |
| Environmental hazards | |
| Marine pollutant | No. |

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

DOT



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Toxic Substances Control Act (TSCA)

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

| Country(s) or region | Inventory name | On inventory (yes/no)* |
|-----------------------------|--|------------------------|
| Australia | Australian Inventory of Industrial Chemicals (AICIS) | Yes |
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| China | Inventory of Existing Chemical Substances in China (IECSC) | Yes |
| Europe | European Inventory of Existing Commercial Chemical Substances (EINECS) | Yes |
| Europe | European List of Notified Chemical Substances (ELINCS) | No |
| Japan | Inventory of Existing and New Chemical Substances (ENCS) | Yes |
| Korea | Existing Chemicals List (ECL) | Yes |
| New Zealand | New Zealand Inventory | Yes |
| Philippines | Philippine Inventory of Chemicals and Chemical Substances (PICCS) | Yes |
| Taiwan | Taiwan Chemical Substance Inventory (TCSI) | Yes |
| United States & Puerto Rico | Toxic Substances Control Act (TSCA) Inventory | Yes |

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

| | |
|----------------------|--|
| Issue date | 05-04-2016 |
| Revision date | 01-18-2024 |
| Version # | 53 |
| HMIS® ratings | Health: 3 Flammability: 0 Physical hazard: 0 |
| NFPA ratings | Health: 3 Flammability: 0 Instability: 1 |

Disclaimer While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

1. Identification

Other means of identification None known.
Product identifier **SODIUM HYDROXIDE 25% NSF**
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Pacific Inc.
Address 10747 Patterson Place
Santa Fe Springs, CA 90670
Telephone 562-903-9626
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1
Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Environmental hazards Not classified.
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement
Prevention Do not breathe mist/vapors. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information 25% of the mixture consists of component(s) of unknown acute oral toxicity. 75% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

| Chemical name | Common name and synonyms | CAS number | % |
|--|--------------------------|------------|----|
| SODIUM HYDROXIDE (NA(OH)) | | 1310-73-2 | 25 |
| Other components below reportable levels | | | 75 |

4. First-aid measures

| | |
|---|--|
| Inhalation | Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell. |
| Skin contact | Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. |
| Eye contact | Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. |
| Ingestion | Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. |
| Most important symptoms/effects, acute and delayed | Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. |
| Indication of immediate medical attention and special treatment needed | Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed. |
| General information | If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. |

5. Fire-fighting measures

| | |
|--|---|
| Suitable extinguishing media | Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). |
| Unsuitable extinguishing media | Do not use water jet as an extinguisher, as this will spread the fire. |
| Specific hazards arising from the chemical | During fire, gases hazardous to health may be formed. |
| Special protective equipment and precautions for firefighters | Self-contained breathing apparatus and full protective clothing must be worn in case of fire. |
| Fire fighting equipment/instructions | Move containers from fire area if you can do so without risk. |
| Specific methods | Use standard firefighting procedures and consider the hazards of other involved materials. |
| General fire hazards | No unusual fire or explosion hazards noted. |

6. Accidental release measures

| | |
|--|--|
| Personal precautions, protective equipment and emergency procedures | Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/vapors. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS. |
| Methods and materials for containment and cleaning up | Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. |
| Environmental precautions | Avoid discharge into drains, water courses or onto the ground. |

7. Handling and storage

| | |
|---|---|
| Precautions for safe handling | Do not breathe mist/vapors. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. |
| Conditions for safe storage, including any incompatibilities | Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). |

8. Exposure controls/personal protection

EXHIBIT 3

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

| Components | Type | Value |
|--|------|---------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | PEL | 2 mg/m3 |

US. ACGIH Threshold Limit Values

| Components | Type | Value |
|--|---------|---------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | Ceiling | 2 mg/m3 |

US. NIOSH: Pocket Guide to Chemical Hazards

| Components | Type | Value |
|--|---------|---------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | Ceiling | 2 mg/m3 |

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing.

Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.
Form Liquid.
Color CLEAR TO HAZY

Odor ODORLESS

Odor threshold Not available.

pH 14

Melting point/freezing point -1 °F (-18.33 °C)

Initial boiling point and boiling range 791.6 °F (422 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

| | |
|--|----------------------------|
| Explosive limit - lower (%) | Not available. |
| Explosive limit - upper (%) | Not available. |
| Vapor pressure | Not available. |
| Vapor density | Not available. |
| Relative density | Not available. |
| Solubility(ies) | |
| Solubility (water) | Not available. |
| Partition coefficient (n-octanol/water) | Not available. |
| Auto-ignition temperature | Not available. |
| Decomposition temperature | Not available. |
| Viscosity | Not available. |
| Other information | |
| Density | 10.66 lbs/gal 1.28 g/ml |
| Explosive properties | Not explosive. |
| Oxidizing properties | Not oxidizing. |
| Percent volatile | 75 % estimated |
| Specific gravity | 1.28 |

10. Stability and reactivity

| | |
|---|---|
| Reactivity | The product is stable and non-reactive under normal conditions of use, storage and transport. |
| Chemical stability | Material is stable under normal conditions. |
| Possibility of hazardous reactions | Hazardous polymerization does not occur. |
| Conditions to avoid | Contact with incompatible materials. |
| Incompatible materials | Strong acids. |
| Hazardous decomposition products | No hazardous decomposition products are known. |

11. Toxicological information

Information on likely routes of exposure

| | |
|---------------------|--|
| Inhalation | May cause irritation to the respiratory system. Prolonged inhalation may be harmful. |
| Skin contact | Causes severe skin burns. |
| Eye contact | Causes serious eye damage. |
| Ingestion | Causes digestive tract burns. |

| | |
|---|---|
| Symptoms related to the physical, chemical and toxicological characteristics | Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. |
|---|---|

Information on toxicological effects

| | |
|-----------------------|------------|
| Acute toxicity | Not known. |
|-----------------------|------------|

| Product | Species | Test Results |
|--|---|---------------------|
| SODIUM HYDROXIDE 25% NSF | | |
| <u>Acute</u> | | |
| Dermal | | |
| ATEmix | | 4400 mg/kg |
| Skin corrosion/irritation | Causes severe skin burns and eye damage. | |
| Serious eye damage/eye irritation | Causes serious eye damage. | |
| Respiratory or skin sensitization | | |
| Respiratory sensitization | Due to partial or complete lack of data the classification is not possible. | |
| Skin sensitization | Due to partial or complete lack of data the classification is not possible. | |
| Germ cell mutagenicity | Due to partial or complete lack of data the classification is not possible. | |

Material name: SODIUM HYDROXIDE 25% NSF

198299 Version #: 17 Revision date: 11-03-2021 Issue date: 05-04-2016

SDS US

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Contract with Brenntag Pacific Inc. for Sodium Hydroxide

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Carcinogenicity Due to partial or complete lack of data the classification is not possible.

EXHIBIT 3

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

| Components | | Species | Test Results |
|---|------|---|------------------------------|
| SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) | | | |
| Aquatic | | | |
| Crustacea | EC50 | Water flea (Ceriodaphnia dubia) | 34.59 - 47.13 mg/l, 48 hours |
| Fish | LC50 | Western mosquitofish (Gambusia affinis) | 125 mg/l, 96 hours |

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code D002: Waste Corrosive material [pH <=2 or >=12.5, or corrosive to steel]
The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

| | |
|-----------------------------------|------------------------------|
| UN number | UN1824 |
| UN proper shipping name | SODIUM HYDROXIDE SOLUTION RQ |
| Transport hazard class(es) | |
| Class | 8 |
| Subsidiary risk | - |
| Packing group | II |

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

UN number UN1824

UN proper shipping name SODIUM HYDROXIDE SOLUTION RQ
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II
Environmental hazards No.
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number UN1824
UN proper shipping name SODIUM HYDROXIDE SOLUTION (SODIUM HYDROXIDE (NA(OH)))
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II
Environmental hazards
Marine pollutant No.
EmS F-A, S-B
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

DOT**IATA; IMDG****15. Regulatory information**

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Toxic Substances Control Act (TSCA)**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories

Skin corrosion or irritation
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

EXHIBIT 3

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)

International Inventories

| Country(s) or region | Inventory name | On inventory (yes/no)* |
|-----------------------------|--|------------------------|
| Australia | Australian Inventory of Chemical Substances (AICS) | Yes |
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| China | Inventory of Existing Chemical Substances in China (IECSC) | Yes |
| Europe | European Inventory of Existing Commercial Chemical Substances (EINECS) | Yes |
| Europe | European List of Notified Chemical Substances (ELINCS) | No |
| Japan | Inventory of Existing and New Chemical Substances (ENCS) | Yes |
| Korea | Existing Chemicals List (ECL) | Yes |
| New Zealand | New Zealand Inventory | Yes |
| Philippines | Philippine Inventory of Chemicals and Chemical Substances (PICCS) | Yes |
| Taiwan | Taiwan Chemical Substance Inventory (TCSI) | Yes |
| United States & Puerto Rico | Toxic Substances Control Act (TSCA) Inventory | Yes |

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision**Issue date** 05-04-2016**Revision date** 11-03-2021**Version #** 17**HMIS® ratings**
Health: 3
Flammability: 0
Physical hazard: 0**NFPA ratings**
Health: 3
Flammability: 0
Instability: 1**Disclaimer**

While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.