

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2016, between CalChem Enterprises. ("Contractor"), whose address is 241 Spenker Avenue, Modesto, CA 95354, and telephone number is 209-525-3932 and the City of Stockton, a municipal corporation ("City").

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

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth on the attached Exhibit A incorporated herein by reference Contractor shall begin providing the goods/performing the services by July 1, 2016 and complete providing the goods/performing the services by June 30, 2017; provided, however, the parties may agree to change the beginning or ending date(s).

2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$ 2.14 per gallon, \$0.192 per dry pound for delivery of Polymer CC2000.

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

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

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

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

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

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

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

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

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

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

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

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

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

To Contractor: CalChem Enterprises
Attn: Scott Williams
241 Spenser Avenue
Modesto, CA 95354

To City: City Manager
City of Stockton
425 N. El Dorado St.
Stockton, CA 95202

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

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

b. Contractor shall not assign or transfer this Agreement.

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

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

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

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

CITY OF STOCKTON

CONTRACTOR NAME

KURT O. WILSON
CITY MANAGER

By: _____
Signature

Print name

Title: _____

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

ATTEST:

APPROVED AS TO FORM

BONNIE PAIGE
CITY CLERK


JOHN LUEBBERKE
CITY ATTORNEY

STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 11-2016
SUPPLY AND DELIVERY OF
WATER AND WASTEWATER TREATMENT POLYMERS

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

Dear Sirs:

I hereby agree to furnish water and wastewater treatment polymers 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: CalChem Enterprises
Address: 241 Spenker Avenue
City, State, ZIP: Modesto, CA 95354
Phone: 209-525-3930
Email: Scott@AlChemspecialties.com
Authorized Representative: Scott P. Williams
Signature: 
Date: 3/28/16

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

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

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder: CalChem Enterprises
2. Bidder's Street Address: 241 Spunker Avenue Modesto, CA 95354
3. Mailing Address: SAME
4. Business Telephone: 209-525-3932 Fax Number: 209-525-8928
5. Type of Supplier:
 Sole Proprietor Partnership Corporation
 If Corporation, indicate State where incorporated: CA
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 892969 Issuing City: Stanislaus County
7. Supplier Federal Tax Identification Number: 20-4961317
8. Emergency Contact: Name: Scott P. Williams
 Phone Number: 914-572-4106
9. Order Contact: Name: Zach Washburn
 Address: 241 Spunker Ave Modesto, CA
 Phone Number: 209-525-3932 Fax Number: 209-525-8928
 Email: ZachWashburn@CalChem.biz
10. References:
- | Company/Agency Name | Contact Name | Phone Number |
|-----------------------------|----------------------------------|---------------------|
| 1) <u>Zone 7 Water</u> | <u>Patricia Pas WTP</u> | <u>925-447-6703</u> |
| 2) <u>City of Livermore</u> | <u>Livermore Regulation Dept</u> | <u>925-960-8160</u> |
| 3) <u>City of Stockton</u> | <u>Station Testing Dept</u> | <u>209-993-6222</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):

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

South Carolina FBC
State of ~~California~~)
County of Charleston) ss.

Scott P. Williams, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative)

President of CalChem Enterprises the party making the
(Title of Representative) (Contractor's Name)

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

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



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

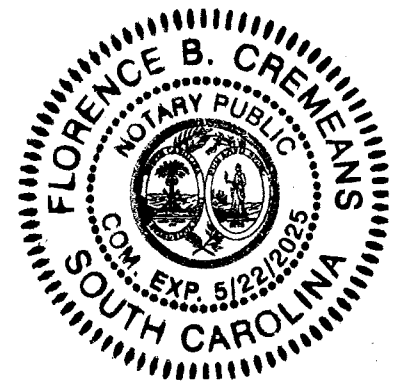
Subscribed and sworn to before me this, 28th Day of March, 2016

Florence B. Cremons
Signature of Notary Public In and For

The County of Charleston

State of South Carolina

All Signatures Must Be Witnessed By Notary



**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2016, PAGE 1 OF 5**

Sealed bids must be enclosed in an envelope clearly marked:

**"BID FOR WATER AND WASTEWATER TREATMENT POLYMERS
BACC BID NO. 11-2016"**

And delivered to:

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

No later than 9:00 A.M. PDT
Tuesday, April 5, 2016

Business Name:

CalChem Enterprises

Business Address

241 Sparker Avenue
Modesto, CA 95354

Telephone Number: 209-525-3932

Facsimile Number: 209-525-8928

Email Address: Scott@AChemSpecialties.com

Authorized Representative (Please Print):

Scott P. Williams

Date:

3/28/16

- I. All costs except California State sales tax for the purchase of water and wastewater treatment polymers must be included in the amount shown below on this Bid Form, including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids in both \$/gallon and \$/lb.**

BACC Agencies: North Bay Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
Central Contra Costa Sanitary District	Polydyne Clarifloc WE-385	\$_____/gallon	\$_____/LB
Central Contra Costa Sanitary District	Zetag 8819	\$_____/gallon	\$_____/LB
City of Martinez	CLAR-ION A7	\$_____/gallon	\$_____/LB
Contra Costa Water District	Polydyne Clarifloc C4410 or Equivalent	\$_____/gallon	\$_____/LB
Contra Costa Water District	Polydyne N3300-P or Equivalent	\$_____/gallon	\$_____/LB
Delta Diablo	Polydyne WE-223 Dry Polymer	\$_____/gallon	\$_____/LB
Delta Diablo	Polydyne WE-363 Liquid Polymer	\$_____/gallon	\$_____/LB
Ironhouse Sanitary District	Polydyne WE-1265	\$_____/gallon	\$_____/LB
Town of Discovery Bay	Praestol K279FLX	\$_____/gallon	\$_____/LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2016, PAGE 2 OF 5**

BACC Agencies: East Bay Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Hayward	Polydyne WE-1265	\$ _____/gallon	\$ _____/LB
City of Hayward	Polydyne C-6292	\$ _____/gallon	\$ _____/LB
City of Hayward	Zetag 8818	\$ _____/gallon	\$ _____/LB
City of Hayward	Zetag 8816	\$ _____/gallon	\$ _____/LB
Oro Loma Sanitary District	Polydyne WE-200	\$ _____/gallon	\$ _____/LB
Oro Loma Sanitary District	Polydyne WE-1265	\$ _____/gallon	\$ _____/LB
Union Sanitary District	Polydyne C-6267	\$ _____/gallon	\$ _____/LB
Union Sanitary District	Polydyne WE-539	\$ _____/gallon	\$ _____/LB
Union Sanitary District	Zetag 8819	\$ _____/gallon	\$ _____/LB

BACC Agencies: South Bay Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Sunnyvale	Polydyne WE-717	\$ _____/gallon	\$ _____/LB
City of Sunnyvale	Kemira Superfloc C-1599	\$ _____/gallon	\$ _____/LB
City of Sunnyvale	Zetag 8819	\$ _____/gallon	\$ _____/LB
Santa Clara Valley Water District	Polydyne Clarifloc A-6320	\$ _____/gallon	\$ _____/LB
Santa Clara Valley Water District	Polydyne Clarifloc C-308P	\$ _____/gallon	\$ _____/LB
Santa Clara Valley Water District	Polydyne Clarifloc N120P	\$ _____/gallon	\$ _____/LB

BACC Agencies: Tri- Valley Locations

City of Livermore	Kemira PAX-XL19	\$ _____/gallon	\$ _____/LB
City of Livermore	CalChem CC2000	\$ <u>2.14</u> /gallon	\$ <u>0.192</u> /LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2016, PAGE 3 OF 5**

BACC Agencies: Tri-Valley Locations Cont'd

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Livermore	Zetag 8818	\$ _____/gallon	\$ _____/LB
City of Livermore	Polydyne WE-200	\$ _____/gallon	\$ _____/LB
Dublin San Ramon Services District	Kemira PAX-XL8 - Bulk	\$ _____/gallon	\$ _____/LB
Dublin San Ramon Services District	Jenfitch JC 1679	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Aries Tek Ltd. Superflock A-100 Dry Anionic Polymer	N/A	\$ _____/55 LB BAG
Zone 7 Water Agency	Polydyne Clarifloc A-3310 Dry Anionic Polymer	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Nalco CatFloc LS - Bulk	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Nalco CatFloc 8102 PLUS - Bulk	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Polydyne Clarifloc C-308P 20%	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Kemira PAX-XL19	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	CalChem CC2000	\$ <u>2.14</u> /gallon	\$ <u>0.192</u> /LB
Zone 7 Water Agency	Sumaclear 1000	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Hyper-Ion 1090	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	SWT 2000	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Polydyne A210-P	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	Nalclear 7766 Plus (totes)	\$ _____/gallon	\$ _____/LB
Zone 7 Water Agency	General Electric AE1115P	\$ _____/gallon	\$ _____/LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2016, PAGE 4 OF 5**

BACC Agencies: Peninsula Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Daly City/North San Mateo County Sanitation District	Polydyne C-9530	\$_____/gallon	\$_____/LB
City of Daly City/North San Mateo County Sanitation District	Polydyne WE-267	\$_____/gallon	\$_____/LB
City of Daly City/North San Mateo County Sanitation District	Polydyne WE-289	\$_____/gallon	\$_____/LB
City of Daly City/North San Mateo County Sanitation District	Polydyne WE-526	\$_____/gallon	\$_____/LB
City of South San Francisco	Polydyne WE-527	\$_____/gallon	\$_____/LB
City of South San Francisco	Polydyne WE-984	\$_____/gallon	\$_____/LB
City of South San Francisco	Zetag 8819	\$_____/gallon	\$_____/LB
Sewer Authority Mid-Coastside	Polydyne Clarifloc WE-250	\$_____/gallon	\$_____/LB

BACC Agencies: Central Valley Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Fresno	Polydyne Clarifloc WE-200	\$_____/gallon	\$_____/LB
City of Merced	Polydyne WE-1338	\$_____/gallon	\$_____/LB
City of Merced	BASF Zetag 8868FS	\$_____/gallon	\$_____/LB
City of Merced	Kemira Superfloc 4518	\$_____/gallon	\$_____/LB
City of Stockton	Polydyne NW-127	\$_____/gallon	\$_____/LB
City of Stockton	Polydyne WE-906	\$_____/gallon	\$_____/LB
City of Stockton	CalChem CC2000	\$ <u>2.14</u> /gallon	\$ <u>0.192</u> /LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2016, PAGE 5 OF 5**

BACC Agencies: Sacramento Area Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Sacramento	Polydyne N3300-P	\$_____/gallon	\$_____/LB
City of Yuba City	NTU Technologies ProPac 9810	\$_____/gallon	\$_____/LB
City of Yuba City	Polydyne Clarifloc R-C-9530	\$_____/gallon	\$_____/LB

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



California Aluminum Chemicals

April 28, 2016

Bay Area Chemical Consortium
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588

RE: Affidavit of Compliance

To whom it may concern:

This letter represents an affidavit of compliance for CC 2000 aluminum chlorhydrate solution. This material is manufactured at our NSF certified Modesto, CA facility located at 241 Spenker Avenue, Modesto, CA 95354. CC 2000 meets or exceeds all AWWA and NSF standards for this product. Enclosed is the official NSF listing.

California Aluminum Chemicals (CalCHEM Enterprises) is the manufacturer of CC 2000 aluminum chlorhydrate and as such is responsible for all aspects of product quality control.

Should any representative of the Bay Area Chemical Consortium have any questions regarding this information, please contact me at (209) 525-3932 at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to be "S. Williams", written over a horizontal line.

Scott P. Williams
President
California Aluminum Chemical

Encls.



California Aluminum Chemicals

April 28, 2016

Bay Area Chemical Consortium
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588

RE: Zone 7 Water Agency – Aluminum Chlorhydrate

To whom it may concern:

This letter represents an affidavit of compliance for CC 2000 aluminum chlorhydrate solution conforms with all of the quality and specifications outlined. This material is manufactured at our NSF certified Modesto, CA facility located at 241 Spenker Avenue, Modesto, CA 95354. CC 2000 aluminum chlorhydrate meets or exceeds all AWWA standard B 408-10 and NSF standards for this product. Enclosed is the official NSF listing.

California Aluminum Chemicals (CalCHEM Enterprises) is the manufacturer of CC 2000 aluminum chlorhydrate and as such is responsible for all aspects of product quality control.

All transportation will be provided by Cal Tank of Stockton California. Delivery of CC 2000 aluminum chlorhydrate solution is provided in dedicated tank trucks used only for the delivery of CalCHEM NSF certified aluminum coagulants.

Should any representative of the Bay Area Chemical Consortium or Zone 7 Water Agency have any questions regarding this information, please contact me at (209) 525-3932 at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott P. Williams". The signature is written over a horizontal line.

Scott P. Williams
President
California Aluminum Chemical

Encls.



California Aluminum Chemicals

April 28, 2016

Bay Area Chemical Consortium
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588

RE: Zone 7 Water Agency – Information Required of Supplier

To whom it may concern:

The following information is provided for Bid No 11-2016 (Aluminum Chlorhydrate).

- a. Trace metal analysis – see attached NSF trace metal analysis results
- b. Location of manufacturer's plant – 241 Spenker Avenue, Modesto, CA 95354
- c. Ordering information
 1. Phone number – 209-525-3932
 2. After hours phone – 914-572-4106
 3. Normal business hours – 8 AM to 4 PM
 4. Contact Persons – Zach Washburn – Plant Manager
Carol Schuett – Customer Service
- d. Chemical Emergency Assistance - CHEMTREC 24 hr. (800) 424-9300
- e. Current NSF certificate – enclosed
- f. Technical specifications sheet - enclosed

Should any representative of the Bay Area Chemical Consortium or Zone 7 Water Agency have any questions regarding this information, please contact me at (209) 525-3932 at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott P. Williams", written over a horizontal line.

Scott P. Williams
President
California Aluminum Chemical

Encls.



California Aluminum Chemicals

April 28, 2016

Bay Area Chemical Consortium
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588

RE: Affidavit of Compliance

To whom it may concern:

This letter represents an affidavit of compliance for CC 2000 aluminum chlorhydrate solution. This material is manufactured at our NSF certified Modesto, CA facility located at 241 Spenker Avenue, Modesto, CA 95354. CC 2000 meets or exceeds all AWWA and NSF standards for this product. Enclosed is the official NSF listing.

California Aluminum Chemicals (CalCHEM Enterprises) is the manufacturer of CC 2000 aluminum chlorhydrate and as such is responsible for all aspects of product quality control.

Should any representative of the Bay Area Chemical Consortium have any questions regarding this information, please contact me at (209) 525-3932 at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to be "S.P. Williams", written over a horizontal line.

Scott P. Williams
President
California Aluminum Chemical

Encls.



California Aluminum Chemicals

CC 2000

ALUMINUM CHLORHYDRATE SOLUTION PRODUCT SPECIFICATIONS

CC 2000 is a highly versatile aluminum coagulant formulated for a wide range of applications producing a very compact sheer resistant floc. CC 2000 contains the highest percentage of aluminum of any coagulant available. CC 2000 can be used for all types of raw and process water clarification including potable water treatment, industrial influent treatment, municipal waste treatment, industrial effluent treatment, pulp and paper applications and food processing effluent. CC 2000 demonstrates superior performance when compared to conventional aluminum and iron salts. This unique formula provides treatment advances such as improvement of overall treatment effectiveness, reduced alkali consumption and sludge reduction. It is very effective even in high pH waters where other aluminum coagulants have difficulties. CC 2000 is effective in all types of treatment systems including conventional treatment, DAF, solids contactors and direct filtration.

Parameter	Specification
Aluminum (%Al)	12.1 – 12.7
Aluminum Oxide (%Al ₂ O ₃)	23 – 24
Chloride (%Cl)	7.9 – 8.4
Al:Cl Ratio	1.9:1 – 2.1:1
Specific Gravity (@ 20° C)	1.33 – 1.35
Basicity %	80 – 85
pH (15% solids aq. @ 25°C)	4.0 – 4.4
% Sulfate	0.025 max
Heavy metals (as Pb)	10 ppm max
Freezing Point (° F)	20 – 24
Appearance	Clear / Colorless



Maximum usage level 250 mg/l

Non Warranty: The information and recommendation made herein are based on our own research and/or literature and are believed accurate. However nothing herein is to be taken as a warranty expressed or implied regarding the accuracy of the information or the use of our products. Purchasers should make their own tests to determine the suitability of such products for their particular purposes. Nothing contained herein shall be construed to be a recommendation to use or as a license to operate under or to infringe any existing patents.

Contract for Purchase of Polymer

Page 16 of 33



California Aluminum Chemicals

CC 2000

ALUMINUM CHLORHYDRATE SOLUTION PRODUCT SPECIFICATIONS

CC 2000 is a highly versatile aluminum coagulant formulated for a wide range of applications producing a very compact sheer resistant floc. CC 2000 contains the highest percentage of aluminum of any coagulant available. CC 2000 can be used for all types of raw and process water clarification including potable water treatment, industrial influent treatment, municipal waste treatment, industrial effluent treatment, pulp and paper applications and food processing effluent. CC 2000 demonstrates superior performance when compared to conventional aluminum and iron salts. This unique formula provides treatment advances such as improvement of overall treatment effectiveness, reduced alkali consumption and sludge reduction. It is very effective even in high pH waters where other aluminum coagulants have difficulties. CC 2000 is effective in all types of treatment systems including conventional treatment, DAF, solids contactors and direct filtration.

Parameter	Specification
Aluminum (%Al)	12.1 – 12.7
Aluminum Oxide (%Al ₂ O ₃)	23 – 24
Chloride (%Cl)	7.9 – 8.4
Al:Cl Ratio	1.9:1 – 2.1:1
Specific Gravity (@ 20° C)	1.33 – 1.35
Basicity %	80 – 85
pH (15% solids aq. @ 25°C)	4.0 – 4.4
% Sulfate	0.025 max
Heavy metals (as Pb)	10 ppm max
Freezing Point (° F)	20 – 24
Appearance	Clear / Colorless



Maximum usage level 250 mg/l

Non Warranty: The information and recommendation made herein are based on our own research and/or literature and are believed accurate. However nothing herein is to be taken as a warranty expressed or implied regarding the accuracy of the information or the use of our products. Purchasers should make their own tests to determine the suitability of such products for their particular purposes. Nothing contained herein shall be construed to be a recommendation to use or as a license to operate under or to infringe any existing patents.



California Aluminum Chemicals

CC 2000

SAFETY DATA SHEET

OSHA HCS (29 CFR 1910.1200)

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product identifier Chemical

Name	Aluminum Chlorohydrate Solution
CAS No.	12042-91-0
Trade Name	CC 2000
Product Code	None

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

Identified Use(s)	Water Treatment Chemical Uses Advised Against	None
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Company Identification

California Aluminum Chemicals LLC
241 Spenker Avenue
Modesto, CA 95354

Telephone

(209) 525-3932

Fax

(209) 525-8928

Emergency telephone number Emergency

Phone No.

CHEMTREC 24 hr. (800) 424-9300; Not classified as dangerous
for transport.

SECTION 2: HAZARDS IDENTIFICATION

Classification of the substance or mixture OSHA
HCS (29 CFR 1910.1200)

Not classified as dangerous for supply/use.

Label elements

Hazard Symbol

None

Signal word(s)

None

Hazard Statement(s)

None

Precautionary Statement(s)

Avoid contact with skin and eyes.

Wear protective gloves/eye protection.

IF INHALED: Get medical advice/attention if you feel unwell.

IF ON SKIN: Wash with plenty of soap and water. If irritation (redness, rash, blistering) develops, get medical attention.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation develops and persists, get medical attention.

IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell.

Other hazards

None

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Ingredient(s)	% wt.*	CAS No.	Hazard classification
Aluminum Chlorohydrate	50	12042-91-0	Not classified as dangerous for supply/use.



CC 2000

California Aluminum Chemicals

Water	50	7732-18-5	Not classified as dangerous for supply/use.
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Additional Information - Substances in the product which may present a health or environmental hazard, or which have been assigned occupational exposure limits, are detailed below: None

SECTION 4: FIRST AID MEASURES



Description of first aid measures

Inhalation

Get medical advice/attention if you feel unwell.

Skin Contact

Wash affected skin with soap and water. If irritation (redness, rash, blistering) develops, get medical attention.

Eye Contact

Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation develops and persists, get medical attention.

Ingestion

Call a POISON CENTER or doctor/physician if you feel unwell.

Most important symptoms and effects, both acute and delayed

None

Indication of any immediate medical attention and special treatment needed

IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

-Suitable Extinguishing Media

Non-combustible. As appropriate for surrounding fire.

-Unsuitable Extinguishing Media

None anticipated.

Special hazards arising from the substance or mixture

Combustion or thermal decomposition will evolve toxic and irritant vapours.

Advice for fire-fighters

A self contained breathing apparatus and suitable protective clothing should be worn in fire conditions. Keep containers cool by spraying with water if exposed to fire.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Avoid contact with skin and eyes. Wear protective gloves/eye protection.

Environmental precautions

Prevent liquid entering sewers, basements and work pits. Avoid release to the environment.

Methods and material for containment and cleaning up

Cover spills with inert absorbent material. Transfer to a container for disposal or recovery.

Reference to other sections

None

Additional Information

None



CC 2000

California Aluminum Chemicals

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Avoid contact with skin and eyes.

Conditions for safe storage, including any incompatibilities

-Storage temperature

Keep in a cool, well ventilated place. Store at temperatures not exceeding 50°C / 122 °F. Protect from sunlight.

-Incompatible materials

This product should be stored away from sources of strong heat, oxidizing chemicals, and reducing agents.

Specific end use(s)

Water Treatment Chemical

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational Exposure Limits

SUBSTANCE.	CAS No.	(8hr TWA)		(STEL)		Note:
		PEL (OSHA)	TLV (ACGIH)	PEL (OSHA)	TLV (ACGIH)	
Aluminum Chlorohydrate, as Al	12042-91-0	15 mg/m ³ ^(T) 5 mg/m ³ ^(R)	1 mg/m ³ ^(R)	---	---	---

- ^(T) Total Particulate; ^(R) Respirable Particulate
Recommended monitoring method

NIOSH 7013 (Aluminum and compounds, as Al)

Exposure controls
Appropriate engineering controls

Not normally required.

Personal protection equipment
Eye/face protection

Wear protective eyewear (goggles, face shield, or safety glasses).



Skin protection (Hand protection/ Other) Wear suitable gloves if prolonged skin contact is likely. Check with protective equipment manufacturer's data.


Respiratory protection

Normally no personal respiratory protection is necessary. In case of insufficient ventilation, wear suitable respiratory equipment. Check with protective equipment manufacturer's data.


Thermal hazards

Not normally required. Use gloves with insulation for thermal protection, when needed.

Environmental Exposure Controls

Avoid release to the environment.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Appearance

Liquid

Color.

Almost colourless to pale yellow

Odor

None

Odor Threshold (ppm)

Not available

pH (Value)

4 - 5

Melting Point (°C) / Freezing Point (°C)

- 5.5 (22 °F)

Boiling point/boiling range (°C):

100 °C (212 °F)

Flash Point (°C)

Non-combustible



CC 2000

California Aluminum Chemicals

Evaporation Rate	Similar to water
Flammability (solid, gas)	Not applicable
Explosive Limit Ranges	Non-combustible
Vapor pressure (Pascal)	Similar to water
Vapor Density (Air=1)	Similar to water
Density (g/ml)	1.34
Solubility (Water)	Miscible
Solubility (Other)	Not available
Partition Coefficient (n-Octanol/water)	Not available
Auto Ignition Point (°C)	Non-combustible
Decomposition Temperature (°C)	Not available
Kinematic Viscosity (cSt)	Similar to water
Explosive properties	Not explosive
Oxidizing properties	Not oxidising
Other information	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity	Stable under normal conditions.
Chemical stability	Stable.
Possibility of hazardous reactions	None anticipated.
Conditions to avoid	Incompatible materials.
Incompatible materials	Substances that react with water or aluminum.
Hazardous decomposition product(s)	None anticipated.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes: Inhalation, Skin Contact, Eye Contact
 Aluminum Chlorohydrate (CAS No. 12042-91-0):

Acute toxicity	Oral LD50 = 9187 mg/kg (Rat) Dermal LD0 = >2000 mg/kg (Rat)
Irritation / Corrosivity	Unlikely to cause eye irritation. Unlikely to cause skin irritation.
Sensitisation	It is not a skin sensitiser.
Repeated dose toxicity	Not to be expected.
Carcinogenicity	It is unlikely to present a carcinogenic hazard to man.

NTP	IARC	ACGIH	OSHA	NIOSH
No.	No.	No.	No.	No.

Mutagenicity	Negative
Toxicity for reproduction	Negative
Reproductive toxicity	Not to be expected
Other information	None known.

SECTION 12: ECOLOGICAL INFORMATION

Ecotoxicity	
Short term	LC50 (96 hr): 609 mg/l (Fathead minnow) LC50 (48 hour): 397 mg/L (Daphnia magna)
Long Term	Not available.
Persistence and degradability	Not readily biodegradable.
Bioaccumulative potential	The product has no potential for bioaccumulation.
Mobility in soil	Not available.
Results of PBT and vPvB assessment	Not classified as PBT or vPvB.



CC 2000

California Aluminum Chemicals

Other adverse effects

Not available.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal should be in accordance with local, state or national legislation. Consult an accredited waste disposal contractor or the local authority for advice.

SECTION 14: TRANSPORT INFORMATION

(ICAO/IATA)

U.S. DOT

Sea transport (IMDG)

Air transport

UN number

Proper Shipping Name

Not classified as dangerous for transport.

Transport hazard class(es)

Packing group

Environmental hazards

Special precautions for user

Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code: Not applicable

SECTION 15: REGULATORY INFORMATION

Safety, health and environmental regulations/legislation specific for the substance or mixture:

TSCA (Toxic Substance Control Act) - Inventory Status: All components listed or polymer exempt. Designated Hazardous Substances and Reportable Quantities (40 CFR 302.4):

Chemical Name	CAS No.	Typical %wt.	RQ (Pounds)
None	----	----	----

SARA 311/312 - Hazard Categories: None

 Fire Sudden Release Reactivity Immediate (acute) Chronic (delayed) SARA 313 -

Toxic Chemicals (40 CFR 372):

Chemical Name	CAS No.	Typical %wt.
None	---	---

SARA 302 - Extremely Hazardous Substances (40 CFR 355):

Chemical Name	CAS No.	Typical %wt.	TPQ (pounds)
None	----	----	----

California Proposition 65 List:

Chemical Name	CAS No.	Type of Toxicity
None	----	----

SECTION 16: OTHER INFORMATION

The following sections contain revisions or new statements: 1-16.

Date of preparation: April 27, 2015

Hazard Statement(s) and Risk Phrases Listed in: SECTION 2:/ SECTION 3:

Hazard Statement(s) -

None.

Training advice: None.

**CC 2000****California Aluminum Chemicals**

Disclaimer: We believe the statements, technical information and recommendations contained herein are reliable, but they are given without warranty or guarantee of any kind. The information contained in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. It is the user's responsibility to satisfy oneself as to the suitability and completeness of this information for the user's own particular use.



NSF International

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
 1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

TEST REPORT

Send To: 3R720
 Mr. Scott Williams
 CalChem Enterprises Inc.
 241 Spenker Avenue
 Modesto, CA 95354

Facility: 3R721
 CalChem Enterprises Inc.
 241 Spenker Avenue
 Modesto CA 95354
 United States

Result	PASS	Report Date	26-AUG-2015
Customer Name	CalChem Enterprises Inc.		
Tested To	NSF/ANSI 60		
Description	CC 2000 250 mL		
Trade Designation	CC 2000		
Test Type	Annual Collection		
Job Number	A-00160180		
Project Number	W0176505		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Amanda Phelka - Director, Toxicology Services

Date

26-AUG-2015



General Information

Standard: NSF/ANSI 60

DCC Number: DA04995

Maximum Use Level: 250 mg/L

Monitor Code: A

Physical Description of Sample: 250 mL

Trade Designation/Model Number: CC 2000

Sample Id: **S-0001146037**
 Description: CC 2000 | 250 mL
 Sampled Date: 05-Aug-2015
 Received Date: 14-Apr-2015

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0954	Date exposure completed	05-AUG-2015
Preparation method used	K	Final volume of solution	1 L
MUL	250 mg/L	Mass of material used	2620 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	760	65	700	66	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	3	2	ND(1)	ND(0.1)		
Copper	ug/L	1	ND(1)	1	0.1	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.05)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.



Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

<u>NSF Reference</u>	<u>Parameter / Test Description</u>
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	<u>Id</u>	<u>Address</u>
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, March 28, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=calchem&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

ANSA McAl Chemicals Limited

North Sea Drive

Savonetta

Trinidad and Tobago

868-636-9918

Visit this company's website

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

Facility : Savonetta, Trinidad and Tobago

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation
Algicide

Max Use

30mg/L

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

CalChem Enterprises Inc.

Contract for Purchase of Polymer

241 Spenker Avenue
 Modesto, CA 95354
 United States
 209-525-3932

Visit this company's website (<http://www.calchem.biz>)

Facility : Modesto, CA

Aluminum Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 600	Coagulation & Flocculation	250mg/L

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2000	Coagulation & Flocculation	250mg/L
CC 2500	Coagulation & Flocculation	250mg/L

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

Blended Coagulation Chemicals[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2050 F	Coagulation & Flocculation	312mg/L

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

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2010	Coagulation & Flocculation	250mg/L
CC 2020	Coagulation & Flocculation	250mg/L
CC 2030	Coagulation & Flocculation	250mg/L
CC 2040	Coagulation & Flocculation	250mg/L
CC 2050	Coagulation & Flocculation	250mg/L
CC 2060	Coagulation & Flocculation	250mg/L
CC 2070	Coagulation & Flocculation	250mg/L
CC 700S	Coagulation & Flocculation	250mg/L
CC 900S	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L

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



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Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation
Algicide

Max Use

30mg/L

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CC 600	Coagulation & Flocculation	250mg/L

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2000	Coagulation & Flocculation	250mg/L
CC 2500	Coagulation & Flocculation	250mg/L

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

Blended Coagulation Chemicals[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2050 F	Coagulation & Flocculation	312mg/L

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

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CC 2010	Coagulation & Flocculation	250mg/L
CC 2020	Coagulation & Flocculation	250mg/L
CC 2030	Coagulation & Flocculation	250mg/L
CC 2040	Coagulation & Flocculation	250mg/L
CC 2050	Coagulation & Flocculation	250mg/L
CC 2060	Coagulation & Flocculation	250mg/L
CC 2070	Coagulation & Flocculation	250mg/L
CC 700S	Coagulation & Flocculation	250mg/L
CC 900S	Coagulation & Flocculation	250mg/L
CC 950S	Coagulation & Flocculation	250mg/L

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

EXHIBIT B
Insurance Requirements
(Chemical Vendor - Polymer)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1) with combined single limits of liability of no less than **\$1,000,000** per accident for bodily injury and property damage, including **MCS90** endorsement form.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

- ***Additional Insured Status***
The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at**

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- **Primary Coverage**

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

- **Notice of Cancellation**

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

- **Waiver of Subrogation**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

- **Deductibles and Self-Insured Retentions**

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

- **Acceptability of Insurers**

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

- **Claims Made Policies**

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

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

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.
- **Verification of Coverage**
Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.
- **Special Risks or Circumstances**
The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- **Certificate holder address**
Proper address for mailing certificates, endorsements and notices shall be:
 - City of Stockton
 - Attention: Risk Services
 - 425 N. El Dorado Street
 - Stockton, CA 95202

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

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

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