

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2016, between Sierra Chemical Company ("Contractor"), whose address is 2302 Larkin Circle, Sparks, Nevada 89431 and telephone number is 775-358-0888 and the City of Stockton, a municipal corporation ("City").

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

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth on the attached Exhibit A incorporated herein by reference Contractor shall begin providing the goods/performing the services by July 1, 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 \$ 0.465 per pound of Sulfur Dioxide.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Miscellaneous Provisions.

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

b. Contractor shall not assign or transfer this Agreement.

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

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

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

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

CITY OF STOCKTON

CONTRACTOR 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

EXHIBIT A

SULFUR DIOXIDE

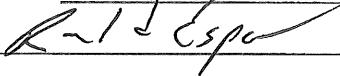
BID NO. 15-2016

**STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 15-2016
SUPPLY AND DELIVERY OF SULFUR DIOXIDE**

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

Dear Sirs:

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

Company: Sierra Chemical Co.
Address: 2302 Larkin Circle
City, State, ZIP: Sparks, NV 89431
Phone: 775-358-0888
Email: bids@sierrachem.com
Authorized Representative: Ronald Espalin, Commercial Manager
Signature: 
Date: March 24, 2016

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

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

**All of the following pages must be properly completed and submitted
for the bid to be considered complete.**

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
Sierra Chemical Co.
2. Bidder's Street Address:
2302 Larkin Circle, Sparks, NV 89431
3. Mailing Address:
2302 Larkin Circle, Sparks, NV 89431
4. Business Telephone: 775-358-0888 Fax Number: 775-358-0987
5. Type of Supplier:
 Sole Proprietor Partnership Corporation
 If Corporation, indicate State where incorporated: Nevada
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 054693 Issuing City: Sparks, NV
7. Supplier Federal Tax Identification Number: 88-0086174
8. Emergency Contact: Name: Chemtrec/Jim Novak
 Phone Number: 800-494-9300/423-367-0125
9. Order Contact: Name: Stephanie Watson
 Address: 2302 Larkin Circle, Sparks, NV 89431
 Phone Number: 800-777-8965 Fax Number: 775-358-7799
 Email: orders@sierrachem.com
10. References:
- | <u>Company/Agency Name</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|---|------------------------|---------------------------|
| 1) <u>Placer County Water Agency</u> | <u>Ms. Pam Neuer</u> | <u>530-823-4887</u> |
| 2) <u>City of Folsom</u> | <u>Mr. Phil Carter</u> | <u>916-355-8337</u> |
| 3) <u>Los Angeles County Sanitation</u> | <u>Ms. Cheryl Shea</u> | <u>562-908-4288 x1401</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):

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

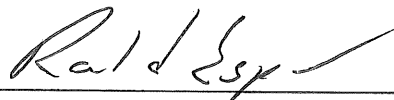
State of ~~California~~ Nevada)
) ss.
County of Washoe)

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

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

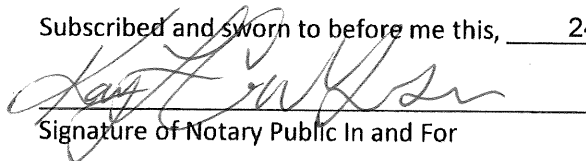
Foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder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

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



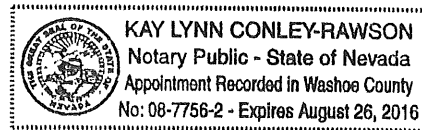
Signature of: President, Secretary,
Manager, Owner, or Representative

Subscribed and sworn to before me this, 24 Day of March, 20 16


Signature of Notary Public In and For

The County of Washoe,

State of Nevada



All Signatures Must Be Witnessed By Notary

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 15-2016, PAGE 1 OF 2**

Sealed bids must be enclosed in an envelope clearly marked:

**"BID FOR SULFUR DIOXIDE
BACC BID NO. 15-2016"**

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:

Sierra Chemical Co.

Business Address

2302 Larkin Circle

Sparks, NV 89431

Telephone Number: 775-358-0888

Facsimile Number: 775-358-0987

Email Address: bids@sierrachem.com

Authorized Representative (Please Print):

Ronald Espalin, Commercial Manager

Date: March 24, 2016

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

BACC Agencies: Central Valley Locations

City of Stockton

Unit Price for Sulfur Dioxide \$ 0.465 /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.

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 15-2016, PAGE 2 OF 2**

- 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.



CERTIFICATE OF ANALYSIS
NOTICE OF SHIPMENT

Product: **SULPHUR DIOXIDE**

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

PVS Order #: **U 300619-1** Customer PO #: 201169

Date Shipped: Apr 20, 2016 Shipped **PROX28060`**

Weight: **76,900** kg

Email: Ron.Espalin@sierrachem.com
Scott.Peterson@sierrachem.com
Jett.Ferguson@sierrachem.com
Kim.Gardner@sierrachem.com

Seal: **579486, 579489**

	ANALYTICAL RESULTS	SPECIFICATIONS
SO ₂ *	>99.9%	>99.9%
Moisture (H ₂ O) **	48 ppm	Max 100 ppm
Elemental SO ***	1.0 ppm	Max 10 ppm
Acidity ***	0.3 ppm	Max 25 ppm
Non-Volatiles ***	12.1 ppm	Max 50 ppm

* = Calculated from statistical analysis of quarterly results.

** = Analysis performed on each load.

*** = Analysis performed daily on stock tank .

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

RA-00013 (97-07-04)



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

SIERRA CHEMICAL CO.

SULFUR DIOXIDE

PRODUCT SPECIFICATION SHEET

Physical Properties:

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

* = Calculated from statistical analysis of quarterly results

** = Analysis performed on each load

*** = Analysis performed daily on stock tank

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

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

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



SAFETY DATA SHEET

1. Identification

Product identifier	Sulfur dioxide
Other means of identification	Not available.
Recommended use	Sulfur dioxide is a strong reducing agent and used in chemical manufacturing.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Company name	Carus Corporation
Address	315 5th Street Peru, Illinois 61354, USA
Telephone	(815) 223-1500
Toll Free	(800) 435-6856
Fax	(815) 224-6816
E-mail	salesmkt@caruscorporation.com
Website	www.caruscorporation.com
Company name	Alexander Chemical Corporation, a Carus Group Inc. Company
Address	7593 S. First Road, Kingsbury Industrial Park, Kingsbury, Indiana 46345, USA
Website	www.alexanderchemical.com
Company name	Sierra Chemical Co, a Carus Group Inc. Company
Address	2302 Larkin Circle Sparks, Nevada 89431, USA
Website	www.sierrachemsales.com
Contact person	Dr. Chithambarathanu Pillai
Telephone	(800) 348-8827 - All other non-emergency inquiries about the product should be directed to the company
Emergency telephone number	For Hazardous Materials [or Dangerous Goods] Incidents ONLY (spill, leak, fire, exposure or accident), call CHEMTREC at CHEMTREC®, USA: 001 (800) 424-9300 CHEMTREC®, Mexico (Toll-Free - must be dialed from within country): 001-800-13-203-9987 CHEMTREC®, Other countries: 001 (703) 527-388

2. Hazard(s) identification

Physical hazards	Gases under pressure	Liquefied gas
Health hazards	Acute toxicity, inhalation	Category 3
	Skin corrosion/irritation	Category 1B
	Serious eye damage/eye irritation	Category 1
OSHA defined hazards	Not classified.	
Label elements		



Signal word	Danger
Hazard statement	Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Toxic if inhaled.
Precautionary statement	
Prevention	Do not breathe gas. Wear protective gloves/protective clothing/eye protection/face protection. Wash thoroughly after handling. Use only outdoors or in a well ventilated area.

Sulfur dioxide

920566cp Version #: 03 Revision date: 13-March-2015 Issue date: 11-July-2014

SDS US

1 / 7

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 in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage	Protect from sunlight. 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.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Sulfur dioxide		7446-09-5	99.9

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation	Move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Call a physician or poison control center immediately.
Skin contact	Frostbite: Do not remove clothes, but flush with copious amounts of lukewarm water. Call an ambulance and continue to flush during transportation to hospital.
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. Get medical attention immediately.
Ingestion	Call a physician or poison control center immediately. DO NOT induce vomiting. If victim is fully conscious, give a cupful of water. Never give anything by mouth to an unconscious person. If vomiting occurs, keep head lower than the hips to help prevent aspiration. This material is a gas under normal atmospheric conditions and ingestion is unlikely.
Most important symptoms/effects, acute and delayed	Symptoms include itching, burning, redness, and tearing of eyes. Contact with liquefied gas may cause frostbite. Be aware that symptoms of lung edema (shortness of breath) may develop up to 24 hours after exposure.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically.

5. Fire-fighting measures

Suitable extinguishing media	Carbon dioxide or dry powder.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	By heating and fire, harmful vapors/gases 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. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.
Fire-fighting equipment/instructions	Evacuate area. Allow gas to burn if flow cannot be shut off immediately. Apply water from safe distance to cool container and protect surrounding area.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Evacuate the area promptly. No action shall be taken involving any personal risk or without suitable training. Keep unnecessary personnel away.
Methods and materials for containment and cleaning up	Ensure adequate ventilation. In case of inadequate ventilation, use respiratory protection. For personal protection, see Section 8 of the SDS.
Environmental precautions	Ventilate well, stop flow of gas or liquid if possible. Immediately contact emergency personnel. For waste disposal, see Section 13 of the SDS.
	Should not be released into the environment. Prevent further leakage or spillage if safe to do so. Prevent from entering into soil, ditches, sanitary sewers, waterways and/or groundwater.

7. Handling and storage**Precautions for safe handling**

Use only with adequate ventilation. Do not breathe gas. Do not get in eyes, on skin, on clothing. Wear appropriate personal protective equipment (See Section 8). Eating, drinking, and smoking should be prohibited in areas where this material is handled, stored, and processed. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store in a cool, dry, well-ventilated place. Secure cylinders in an upright position at all times, close all valves when not in use. Keep container tightly closed and sealed until ready for use. Protect cylinders from damage. Store away from incompatible materials (See Section 10).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Material	Type	Value
Sulfur dioxide (CAS 7446-09-5)	PEL	13 mg/m ³
		5 ppm

US. ACGIH Threshold Limit Values

Material	Type	Value
Sulfur dioxide (CAS 7446-09-5)	STEL	0.25 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Sulfur dioxide (CAS 7446-09-5)	STEL	13 mg/m ³
		5 ppm
	TWA	5 mg/m ³ 2 ppm

Biological limit values

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

Appropriate engineering controls

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. The engineering controls also need to keep gas, vapor, or dust concentrations below any lower explosive limits.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear approved safety glasses or goggles.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear protective clothing appropriate for the risk of exposure.

Respiratory protection

If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Do not eat, drink or smoke when using the product. Wash thoroughly after handling. Provide eyewash station and safety shower. Handle in accordance with good industrial hygiene and safety practices.

9. Physical and chemical properties**Appearance**

Colorless liquefied gas.

Physical state

Gas.

Form

Liquefied gas.

Color

Colorless.

Odor

Strong pungent.

Odor threshold

Not available.

Melting point/freezing point

-104 °F (-75.56 °C)

Initial boiling point and boiling range

14 °F (-10 °C)

Flash point

Not available.

Evaporation rate	Not available.
Flammability (solid, gas)	Non flammable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	4.43 mm Hg at 0 °F / -18 °C
Vapor density	2.26 lbs per cubic feet at 32 °F / 0 °C
Relative density	1.36 ± 0.03
Relative density temperature	77 °F (25 °C)
Solubility(ies)	
Solubility (water)	Moderate soluble in water.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not applicable.

10. Stability and reactivity

Reactivity	The product is non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable under normal temperature conditions and recommended use.
Possibility of hazardous reactions	Polymerization will not occur.
Conditions to avoid	In a fire or if heated, a pressure increase will occur and the container may burst or explode.
Incompatible materials	Alkali metals. Water. Ammonia. Zinc. Aluminum. Copper. Brass. Oxidizing agents.
Hazardous decomposition products	Sulfur oxides (SOx.).

11. Toxicological information

Information on likely routes of exposure

Ingestion	This material is a gas under normal atmospheric conditions and ingestion is unlikely.
Inhalation	Toxic if inhaled.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Symptoms related to the physical, chemical and toxicological characteristics	Symptoms include itching, burning, redness, and tearing of eyes. Contact with liquefied gas may cause frostbite. Be aware that symptoms of lung edema (shortness of breath) may develop up to 24 hours after exposure.

Information on toxicological effects

Acute toxicity	Toxic if inhaled. Suffocation (asphyxiant) hazard - if allowed to accumulate to concentrations that reduce oxygen below safe breathing levels. Exposure to rapidly expanding gas or vaporizing liquid may cause frostbite ("cold burn").
Skin corrosion/irritation	Causes severe skin burns.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	No data available.
Skin sensitization	No data available.
Germ cell mutagenicity	No data available.
Carcinogenicity	This product is not considered to be a carcinogen by NTP, IARC, or OSHA.
IARC Monographs. Overall Evaluation of Carcinogenicity	
Sulfur dioxide (CAS 7446-09-5)	3 Not classifiable as to carcinogenicity to humans.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	
Not listed.	
Reproductive toxicity	No data available.

Specific target organ toxicity - single exposure	No data available.
Specific target organ toxicity - repeated exposure	No data available.
Aspiration hazard	Not classified.

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.
Persistence and degradability	No data available.
Bioaccumulative potential	No data available.
Mobility in soil	The product is water soluble and may spread in water systems.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Dispose in accordance with all applicable regulations. Empty containers may contain product residues. Do not puncture or incinerate even when empty. This material and/or its container must be disposed of as hazardous waste. Return the empty cylinder to the supplier.
Hazardous waste code	Waste codes should be assigned by the user based on the application for which the product was used.
Waste from residues / unused products	Dispose of in accordance with local regulations.
Contaminated packaging	Since emptied cylinders may retain product residue, follow label warnings even after cylinder is emptied.

14. Transport information

DOT

UN number	UN1079
UN proper shipping name	Sulfur dioxide
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Packing group	Not applicable.
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	3, B14, T50, TP19
Packaging exceptions	None
Packaging non bulk	304
Packaging bulk	314, 315

IATA

UN number	UN1079
UN proper shipping name	Sulphur dioxide
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Label(s) Packing group	2.3, 8
Environmental hazards	Not applicable.
ERG Code	No
	2CP
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1079
UN proper shipping name	SULPHUR DIOXIDE
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Label(s) Packing group	2.3, 8
Environmental hazards	Not applicable.
Marine pollutant	No

EmS F-C, S-U

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable. This product is a compressed or liquefied gas and when transported in bulk is covered under IGC code.

15. Regulatory information

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

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

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - Yes
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
Sulfur dioxide	7446-09-5	100	500 lbs		

SARA 311/312 Hazardous chemical Yes

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)

Sulfur dioxide (CAS 7446-09-5)

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130) Hazardous substance

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

US. Massachusetts RTK - Substance List

Sulfur dioxide (CAS 7446-09-5)

US. New Jersey Worker and Community Right-to-Know Act

Sulfur dioxide (CAS 7446-09-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Sulfur dioxide (CAS 7446-09-5)

US. Rhode Island RTK

Sulfur dioxide (CAS 7446-09-5)

US. California Proposition 65**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Sulfur dioxide (CAS 7446-09-5)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies 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	11-July-2014
Revision date	13-March-2015
Version #	02

NFPA ratings**References**

Registry of Toxic Effects of Chemical Substances (RTECS)
GESTIS Substance Database

Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.

(Carus and design) is a registered service mark of Carus Corporation.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, March 31, 2015** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=10780&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Sierra Chemical Company

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

Facility : Stockton, CA

Aluminum Sulfate[AL]

Trade Designation

Alum

Aluminum Sulfate

Liquid Alum

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

400mg/L

400mg/L

400mg/L

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

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

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

Citric Acid[1] [2]

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

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

Ferric Chloride

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

Fluorosilicic Acid

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

Hydrochloric Acid

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

Polymer Blends[PY]

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

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

Sodium Hydroxide

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

Sodium Hypochlorite[CL]

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

Sodium Hypochlorite[CL]**Trade Designation**

Sierra Pure Chlor

Sierra Sani Chlor

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

84mg/L

84mg/L

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

Number of matching Manufacturers is 1

Number of matching Products is 31

Processing time was 0 seconds

Sierra Chemical Co.

 A Carus Company

Customer Information Packet

Sierra Chemical Co.

 A Carus Company

Table of Contents

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

Quality

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

SIERRA CHEMICAL Co.

A CARUS COMPANY

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

Ladies and Gentlemen,

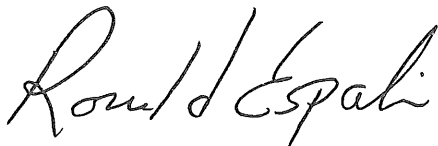
Sierra Chemical Co. has been in business of manufacturing and supplying chemicals for Water Treatment since 1959.

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

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

For references please advise.

Regards,



Ronald Espalin
Commercial Manager



Sierra Chemical Co.

 A Carus Company

315 5th Street

Peru, IL 61354

Phone: 800.777.8965

Fax: 775.358.0987

www.caruscorporation.com

www.sierrachemsales.com

CREDIT REFERENCES

FEDERAL TAX ID# 88-0086174

TRADE REFERENCES:

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

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

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

BANK REFERENCES:

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

Revised Jan 2014

Sierra Chemical Co.

 A Carus Company

SIERRA CHEMICAL CO. FACILITIES INFORMATION

FEDERAL I.D.# 88-0086174

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

Corporate Facility (Sparks, Nevada)

2302 Larkin Circle, Sparks, NV 89431

PO Box 50730, Sparks, NV 89435

www.seirrachemsales.com

Hours of Operation: 7:30am – 5:00pm

Toll Free Phone: (800) 777-8965

Local Phone: (775) 358-0888

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

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

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

Stockton Facility (Stockton, California)

1010 Industrial Drive, Stockton, CA 95206

Hours of Operation: 8:00am – 5:00pm

Local Phone: (209) 983-8298

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

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

SIERRA CHEMICAL Co.

A CARUS COMPANY

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

**STOCKTON FACILITY
 EMERGENCY CONTACT LIST FOR EVENINGS AND WEEKENDS**

CHEMICAL SPILL AND/OR ACCIDENTS**CHEMTREC 24 HOUR EMERGENCY SERVICE NUMBER (800) 494-9300**

- | | |
|---|-----------------------|
| 1. Jim Novak
Plant Manager | Cell # (423) 367-0125 |
| 2. Tony Suever
Process Engineer | Cell # (440) 503-4789 |
| 3. Dr. Chithambarathanu Pillai
Regulatory Compliance, Carus | Cell# (815) 228-0262 |

FOR ADDITIONAL NAMES AND PHONE NUMBERS

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



Sierra Chemical Co.

A Carus Company

**Sierra Chemical Co.
Standard Terms of Sale**

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

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

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

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

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

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

Shipping Fees:

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

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

Emergency: What is prudent for safety.

Deposit Returns will be refunded if: **

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

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

Demurrage and Deposits:

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

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

Container Deposits:

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

Environmental Drum Rinse Charge:

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

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

SIERRA CHEMICAL CO. SIERRA CHEMICAL CO.
 MINING, INDUSTRIAL, & WATER TREATMENT CHEMICALS

CHEMICALS

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

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

ETHANOL, DENATURED
 ETHYL ACETATE
 ETHYLENE GLYCOL

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

GRAPHITE
 GLYCOL ETHER

HEXANE
 HYDROCHLORIC ACID NSF
 HYDROGEN PEROXIDE

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



CALIFORNIA OFFICES:
 STOCKTON
NEVADA OFFICES:
 SPARKS - BATTLE MOUNTAIN

IRON OXIDE
 ISOPROPYL ACETATE
 ISOPROPYL ALCOHOL, 99%

KEROSENE, DEODORIZED

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

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

NITRIC ACID

OXALIC ACID

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

REAGENT ACIDS
 REAGENT CHEMICALS

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

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

TETRAPOTASSIUM PYROPHOSPHATE
 TOLUENE
 1,1,1-TRICHLOROETHANE
 TRICHLOROETHYLENE
 TRISODIUM PHOSPHATE (TSP)

VINYL WASH

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

XYLENE

ZINC DUST

2302 LARKIN CIRCLE
 SPARKS, NV 89431

OUR MISSION STATEMENT:

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



CERTIFIED TO ANS/NSF
 STANDARD 60



Sierra Chemical Co.

 A Carus Company

CUSTOMER ORDER FORM

SIERRA CHEMICAL CO.

2302 LARKIN CIRCLE
 SPARKS, NEVADA 89435-0730
 TELEPHONE (775) 358-0888 or (800) 777-8965
 FAX (775) 358-7799

DATE:		CUSTOMER #	
CUSTOMER:		PO #	
NAME:		DEL HRS	
PHONE:		ALT PHONE #	

QUANTITY	ITEM	COMMENTS

PO #	DELIVERY DATE / INFORMATION	

Affirmative Action Policy

Statement of Policy

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

Application of Policy

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

Customer Discrimination

Statement of Policy

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

Complaint Procedure

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

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

Such a complaint shall contain:

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

EXHIBIT B
Insurance Requirements
(Chemical Vendor - Sulfur Dioxide)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

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

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

- **Primary Coverage**

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

- **Notice of Cancellation**

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

- **Waiver of Subrogation**

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

- **Deductibles and Self-Insured Retentions**

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

- **Acceptability of Insurers**

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

- **Claims Made Policies**

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

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

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- **Verification of Coverage**

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

- **Special Risks or Circumstances**

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

- **Certificate holder address**

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

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

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

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

- **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- **Subcontractors**

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.