

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2016, between Thatcher Company of California, Inc. ("Contractor"), whose address is P.O. Box 27407, Salt Lake City, Utah 84127-0407, and telephone number is 562-803-0563 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 \$ 437.78 per dry ton for delivery of Ferric Chloride.

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: Thatcher Company of California, Inc.	To City: City Manager
Attn: Craig N. Thatcher, President	City of Stockton
P.O. Box 27407	425 N. El Dorado St.
Salt Lake City, UT 84127-0407	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

THATCHER COMPANY OF CALIFORNIA, INC.

KURT O. WILSON
CITY MANAGER

By: _____
CRAIG N. THATCHER
PRESIDENT

[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

FERRIC CHLORIDE

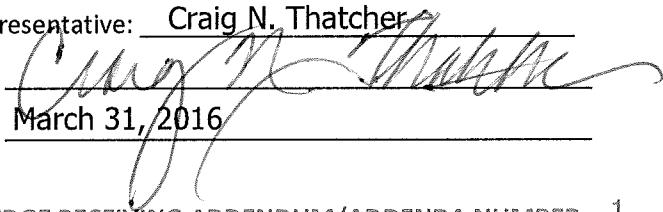
BID NO. 06-2016

STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 06-2016
SUPPLY AND DELIVERY OF FERRIC CHLORIDE

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 ferric chloride 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: **THATCHER COMPANY OF CALIFORNIA, INC.**
Address: P. O. Box 27407
City, State, ZIP: Salt Lake City, UT 84127-0407
Phone: (562) 803-0563; (916) 759-3385 mobile / Dennis Moore
Email: dennis.moore@tchem.com; wendy.richmond@tchem.com
Authorized Representative: Craig N. Thatcher
Signature: 
Date: March 31, 2016

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 THROUGH 1.

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

None.

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
THATCHER COMPANY OF CALIFORNIA, INC.
2. Bidder's Street Address:
12020 Woodruff Avenue, Unit C, Downey, CA 90241
3. Mailing Address:
P. O. Box 27407, Salt Lake City, UT 84127-0407
4. Business Telephone: (562) 803-0563 Fax Number: (562) 803-8697
5. Type of Supplier:
 Sole Proprietor Partnership Corporation
 If Corporation, indicate State where incorporated: California
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 1008886 Issuing City: Sacramento
7. Supplier Federal Tax Identification Number: 95-2944197
8. Emergency Contact: Name: Dennis Moore
 Phone Number: (916) 759-3385 mobile
9. Order Contact: Name: Pam Thederan
 Address: 12020 Woodruff Avenue, Unit C, Downey, CA 90241
 Phone Number: (562) 803-0563 Fax Number: (562) 803-8697
 Email: pam.thederan@tchem.com
10. References:
- | <u>Company/Agency Name</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|--|---------------------|-----------------------|
| 1) <u>Marin Municipal Water District</u> | <u>Jim Kenny</u> | <u>(415) 945-1501</u> |
| 2) <u>Napa Sanitation</u> | <u>Gabe Snook</u> | <u>(707) 312-1733</u> |
| 3) <u>Sacramento County</u> | <u>Ken Kremesec</u> | <u>(916) 875-9340</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):
U.S. Magnesium, LLC
238 North 2200 West
Salt Lake City, UT 84116-2921

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 06-2016, PAGE 1 OF 2**

Sealed bids must be enclosed in an envelope clearly marked:

**"BID FOR FERRIC CHLORIDE
BACC BID NO. 06-2016"**

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:

THATCHER COMPANY OF CALIFORNIA, INC.

Business Address

P. O. Box 27407

Salt Lake City, UT 84127-0407

Telephone Number: (562) 803-0563 office;
(916) 759-3385 mobile/Dennis Moore

Facsimile Number: (562) 803-8697

Email Address: dennis.moore@tchem.com;
wendy.richmond@tchem.com

Authorized Representative (Please Print):

Craig N. Thatcher

Date: March 31, 2016

- I. All costs except California State sales tax for the purchase of [CHEMICAL NAME] 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 \$/dry ton.**

BACC Agencies: East Bay Locations
City of Hayward, and Oro Loma Sanitary District
Unit Price for Ferric Chloride:

\$ 438.78 /dry ton

BACC Agencies: Tri-Valley Locations
City of Livermore and Zone 7 Water Agency
Unit Price for Ferric Chloride:

\$ 435.34 /dry ton

BACC Agencies: Peninsula Locations
City of South San Francisco, Sewer Authority Mid-Coastside, and Silicon Valley Clean Water
Unit Price for Ferric Chloride:

\$ 438.78 /dry ton

BACC Agencies: Marin-Sonoma-Napa Locations
Central Marin Sanitation Agency, Marin Municipal Water District, Napa Sanitation District, North Marin Water District, and Sausalito Marin City Sanitary District
Unit Price for Ferric Chloride:

\$ 436.16 /dry ton

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 06-2016, PAGE 2 OF 2**

BACC Agencies: Sacramento Area Locations

Woodland Davis Clean Water Agency

Unit Price for Ferric Chloride: \$ 435.77 /dry ton

BACC Agencies: Central Valley Locations

City of Merced and City of Stockton

Unit Price for Ferric Chloride: \$ 437.78 /dry ton

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.

THATCHER COMPANY OF CALIFORNIA, INC.
12020 Woodruff Avenue, Unit C, Downey, CA 90241

Phone (562) 803-0563
Fax (562) 803-8697

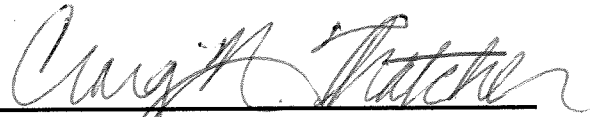


March 31, 2016

AFFIDAVIT OF COMPLIANCE

Ferric Chloride

This affidavit certifies and warrants the Ferric Chloride to be delivered to the Bay Area Chemical Consortium Agencies by Thatcher Company of California, Inc. fully complies with A.W.W.A. Specifications and ANSI/NSF Standard 60.



Craig N. Thatcher, President



Ferric Chloride Liquid Solution

US Magnesium Ferric Chloride Liquid Solution is a reactant and primary coagulant used in both potable and wastewater clarification. It is used for color removal, phosphate removal, heavy metal removal, hydrogen sulfide control, as well as in lime softening and sludge conditioning applications.

Description

US Magnesium's Liquid Ferric Chloride is a concentrated solution of Iron III Chloride (FeCl_3) in water. The solution has a pH <1.

Ferric Chloride, FeCl_3	
Sp. Gr.	1.38 – 1.44
% FeCl_2	0.20 – 0.54
% FeCl_3	39.0 – 42.4
% HCl	0.05 – 0.5
% Insoluble	≤ 0.02

Certification/ Approval

US Magnesium produces Ferric Chloride and is compliant to ANSI/NSF 60. Nonstandard formulations should be the subject of special inquiry.

Shipping Containers

Bulk tank truck and tank car.

Handling & Safety

Ferric Chloride is considered hazardous by definition of the Hazard Communication Standard (29 CFR 1910.1200) and should be handled in a manner that is consistent with acceptable practices. Please obtain the Ferric Chloride Material Safety Data Sheet from US Magnesium for more information.

Contact of Liquid Ferric Chloride with skin, eyes and clothing should be avoided. Ferric Chloride reacts strongly with many different metals. However, most handling situations are reliably addressed through the use of common compatible plastic materials such as FRP, PVC, Polyethylene, Polypropylene and Teflon. Consult your equipment supplier for further information.

US Magnesium LLC provides this information in good faith and makes no representations to its accuracy or comprehensiveness. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using the product. Individuals receiving the information must exercise their independent judgment in determining its appropriateness for a particular purpose. US Magnesium LLC makes no representations or warranties, either expressed or implied, including without limitation any warranties of merchantability for a particular purpose with respect to the information set forth herein or the product to which the information refers. *User accepts full responsibility for compliance with all applicable Federal, state and local laws and regulations.*

US Magnesium LLC

238 North 2200 West - Salt Lake City, UT 84116-2921

(801) 532-2043 – FAX (801) 534-1407

www.usmagnesium.com



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, April 01, 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=US+Magnesium&ChemicalName=Ferric+Chloride&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

US Magnesium, LLC

238 North 2200 West
Salt Lake City, UT 84116
United States
801-532-2043
Visit this company's website
(<http://www.usmagnesium.com>)

Facility : Rowley, UT

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
FeCl ₃	Coagulation & Flocculation	250mg/L



Applicant: Thatcher Co
 Trade Name: Ferric Chloride
 Product: Ferric Chloride
 Manufacturer: Thatcher Co., Salt Lake City, UT

File No.: MH17003
 Project No.: F703439
 Normalization Factor: 0.1
 Inspection Date: 09/15/2015

Method Name	Analyte Name	Result	Normalized Result	Units	Notes
Regulated Metals - RM60	Antimony	< 0.3	< 0.03	µg/L	
Regulated Metals - RM60	Arsenic	< 0.3	< 0.03	µg/L	
Regulated Metals - RM60	Barium	27	2.7	µg/L	
Regulated Metals - RM60	Beryllium	< 0.15	< 0.015	µg/L	
Regulated Metals - RM60	Cadmium	< 0.3	< 0.03	µg/L	
Regulated Metals - RM60	Chromium	< 1.0	< 0.10	µg/L	
Regulated Metals - RM60	Copper	69	6.9	µg/L	
Regulated Metals - RM60	Lead	< 0.3	< 0.03	µg/L	
Regulated Metals - RM60	Selenium	< 2.0	< 0.20	µg/L	
Regulated Metals - RM60	Thallium	< 0.15	< 0.015	µg/L	
Mercury - RM60	Mercury	< 0.1	< 0.01	µg/L	
VOC Extractables	Acetone	< 5.0	< 0.50	µg/L	
VOC Extractables	Acetophenone	< 5.0	< 0.50	µg/L	
VOC Extractables	Acrylonitrile	< 1.0	< 0.10	µg/L	
VOC Extractables	Allyl chloride	< 5.0	< 0.50	µg/L	
VOC Extractables	Benzene	< 0.5	< 0.05	µg/L	
VOC Extractables	Bromobenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	Bromochloromethane	< 0.5	< 0.05	µg/L	
VOC Extractables	Bromodichloromethane	< 0.5	< 0.05	µg/L	
VOC Extractables	Bromoform	< 0.5	< 0.05	µg/L	
VOC Extractables	Bromomethane	< 0.5	< 0.05	µg/L	
VOC Extractables	1,3-Butadiene	< 5.0	< 0.50	µg/L	
VOC Extractables	2-Butanone (MEK)	< 5.0	< 0.50	µg/L	
VOC Extractables	n-Butyl acrylate	< 1.0	< 0.10	µg/L	
VOC Extractables	tert-Butyl alcohol	< 2.0	< 0.20	µg/L	
VOC Extractables	n-Butylbenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	sec-Butylbenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	tert-Butylbenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	Carbon disulfide	< 5.0	< 0.50	µg/L	
VOC Extractables	Carbon tetrachloride	< 0.5	< 0.05	µg/L	
VOC Extractables	Chloroacetonitrile	< 5.0	< 0.50	µg/L	
VOC Extractables	Chlorobenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	1-Chlorobutane	< 5.0	< 0.50	µg/L	
VOC Extractables	Chloroethane	< 0.5	< 0.05	µg/L	
VOC Extractables	Chloroform	< 0.5	< 0.05	µg/L	
VOC Extractables	Chloromethane	< 0.5	< 0.05	µg/L	
VOC Extractables	Chloroprene	< 5.0	< 0.50	µg/L	

Method Name	Analyte Name	Result	Normalized Result	Units	Notes
VOC Extractables	Pentachloroethane	< 2.0	< 0.20	µg/L	
VOC Extractables	n-Propylbenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	Styrene	< 0.5	< 0.05	µg/L	
VOC Extractables	1,1,1,2-Tetrachloroethane	< 0.5	< 0.05	µg/L	
VOC Extractables	1,1,2,2-Tetrachloroethane	< 0.5	< 0.05	µg/L	
VOC Extractables	Tetrachloroethylene	< 0.5	< 0.05	µg/L	
VOC Extractables	Tetrahydrofuran	< 5.0	< 0.50	µg/L	
VOC Extractables	Toluene	< 0.5	< 0.05	µg/L	
VOC Extractables	1,2,3-Trichlorobenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	1,2,4-Trichlorobenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	1,1,1-Trichloroethane	< 0.5	< 0.05	µg/L	
VOC Extractables	1,1,2-Trichloroethane	< 0.5	< 0.05	µg/L	
VOC Extractables	Trichloroethylene	< 0.5	< 0.05	µg/L	
VOC Extractables	Trichlorofluoromethane	< 0.5	< 0.05	µg/L	
VOC Extractables	1,2,3-Trichloropropane	< 0.5	< 0.05	µg/L	
VOC Extractables	1,1,2-Trichloro-1,2,2-trifluoroethane	< 0.5	< 0.05	µg/L	
VOC Extractables	1,2,3-Trimethylbenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	1,2,4-Trimethylbenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	1,3,5-Trimethylbenzene	< 0.5	< 0.05	µg/L	
VOC Extractables	Vinyl chloride	< 0.2	< 0.02	µg/L	
VOC Extractables	Xylenes, Total	< 0.5	< 0.05	µg/L	

SPAC = Single Product Allowable Concentration

US Magnesium LLC
238 North 2200 West * Salt Lake City, UT 84116

Analytical Data Report

Requested By: C. Tissington

Date Completed: January 29, 2016

Analyst: B. Thompson **Copy To:** T. Tripp, M. Tucker, W. Johnson, S. Slade, G. Jones, File

Samples: Ferric Chloride analysis for trace elements as listed below. Ferric chloride grab sample pulled on 1/05/16 with analysis (Sp.Gr.= 1.40, FeCl₃ = 39.3%, FeCl₂ = 0.33%, Free Acid = 0.18%).

Method Of Analysis: ICP Spectrometry and Cold Vapor AAS for mercury

Results: In mg/L Note: MDL = method detection limit ND = Not Detected above MDL.

Analyte	Parameter	Date Analyzed	Method	MDL mg/L	Result mg/L	Result mg/Kg	Comments
Antimony	Sb	1/20/16	6010	7.5	ND	ND	ALS Lab
Arsenic	As	1/20/16	6010	1.5	2.8	2.0	ALS Lab
Barium	Ba ^{465.403}	1/25/16	830-54	0.2	1.0	0.7	US Mag Lab
Beryllium	Be ^{313.107}	1/25/16	830-54	0.2	ND	ND	US Mag Lab
Cadmium	Cd	1/20/16	6010	0.75	1.6	1.1	ALS Lab
Chromium	Cr ^{206.158}	1/25/16	830-54	0.3	38	28	US Mag Lab
Copper	Cu ^{324.754}	1/25/16	830-54	0.4	8.6	6.2	US Mag Lab
Manganese	Mn ^{257.610}	1/25/16	830-54	0.2	541	389	US Mag Lab
Molybdenum	Mo ^{203.844}	1/25/16	830-54	0.4	ND	ND	US Mag Lab
Nickel	Ni ^{231.604}	1/25/16	830-54	0.2	19.9	14.3	US Mag Lab
Lead	Pb	1/20/16	6010	1.5	3.8	2.7	ALS Lab
Mercury	Hg	1/13/16	7470A	0.001	ND	ND	ALS Lab
Selenium	Se	1/20/16	6010	3	ND	ND	ALS Lab
Silver	Ag	1/20/16	6010	1.5	ND	ND	ALS Lab
Thallium	Tl	1/20/16	6010	3	ND	ND	ALS Lab
Zinc	Zn ^{202.548}	1/25/16	830-54	0.2	42	30	US Mag Lab

Approved by Bill Thompson – Analytical Services Manager - US Magnesium LLC

IRONCHLORIDE_010516.DOC


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: C0050978

 Mr. Tom Tripp
 US Magnesium, LLC
 238 North 2200 West
 Salt Lake City, UT 84116

Facility: C0050979

 US Magnesium, LLC
 12819 Skull Valley Road
 Rowley UT 84029
 United States

Result	PASS	Report Date	26-OCT-2015
Customer Name	US Magnesium, LLC		
Tested To	NSF/ANSI 60		
Description	Ferric Chloride Ferric Chloride		
Trade Designation	Ferric Chloride		
Test Type	Annual Collection		
Job Number	A-00152929		
Project Number	W0151809		
Project Manager	Matthew Marble		

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-OCT-2015



Sample Id: S-0001194056

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
1,3-Dichlorobenzene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	7.5	Pass
3-Cyclohexene-1-carbonitrile	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.3	Pass
2-Ethylhexanol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	80	Pass
Benzyl alcohol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	3000	Pass
1,2-Dichlorobenzene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	60	Pass
bis(2-Chloroisopropyl)ether	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.3	Pass
2-Methylphenol (o-Cresol)	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	40	Pass
N-Methylaniline	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.3	Pass
Acetophenone	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
N-Nitrosodi-n-propylamine	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.005	Pass
N-Nitrosopyrrolidine	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.02	Pass
3- and 4-Methylphenol (m&p-Cresol)	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Hexachloroethane	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.9	Pass
2-Phenyl-2-propanol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
N-Nitrosomorpholine	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.004	Pass
Nitrobenzene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
2,6-Dimethylphenol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.4	Pass
N-Vinylpyrrolidinone	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
N-Nitrosopiperidine	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.005	Pass
Triethylphosphate	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Isophorone	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	40	Pass
2-Nitrophenol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
2,4-Dimethylphenol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
bis(2-Chloroethoxy)methane	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
2,4-Dichlorophenol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Trichlorobenzene (1,2,4-)	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	7	Pass
Naphthalene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	10	Pass
4-Chloroaniline	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
1,1,3,3,-Tetramethyl-2-thiourea	ug/L	ND(4)	ND(4)	ND(4)	ND(0.4)	1	Pass
Hexachlorobutadiene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.4	Pass
Benzothiazole	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	50	Pass
N-Nitrosodi-n-butylamine	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.006	Pass
4-Chloro-3-methylphenol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
p-tert-Butylphenol	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	50	Pass
2-Ethylhexyl glycidyl ether	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.3	Pass
2,6-Di-t-butyl-4-methylphenol(BHT)	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	10	Pass
Methylnaphthalene, 2-	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		

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Contract for Purchase of Ferric Chloride

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Sample Id: S-0001194056

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Hydroxymethylphenylbenzotriazole	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Fluoranthene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Pyrene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Butyl benzyl phthalate	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	100	Pass
Di(2-ethylhexyl)adipate	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
3,3-Dichlorobenzidine	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Benzo(a)anthracene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Di(2-ethylhexyl)phthalate	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Chrysene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	0.02	Pass
Di-n-octylphthalate	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Benzo(b)fluoranthene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Benzo(k)fluoranthene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Benzo(a)Pyrene (PAH)	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Dibenzo(a,h)anthracene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Indeno(1,2,3-cd)pyrene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Benzo(g,h,i)perylene	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)		
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	34	31	2	0.24	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	ND(1)	3	ND(1)	ND(0.1)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(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(0.5)	ND(0.5)	ND(0.5)	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
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
Chloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	3	Pass
Vinyl Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.2	Pass
Bromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1	Pass
Chloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.3	Pass
Methylene Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	10	Pass

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Contract for Purchase of Ferric Chloride

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Sample Id: S-0001194056

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
n-Propylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.3	Pass
Bromobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
2-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
4-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
1,3,5-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
tert-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
sec-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
1,2,3-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
n-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	7	Pass
Hexachlorobutadiene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
Naphthalene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	10	Pass
Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Total Trihalomethanes	ug/L	0.98	ND(0.5)	0.98	0.094	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	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.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							

**About the Standard:**

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

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

USmag[®]Safety Data Sheet
SDS_Ferric Chloride Solution
Page 1 of 7

SAFETY DATA SHEET (SDS)

SECTION 1: IDENTIFICATION

Product Name Ferric Chloride Solution

Synonyms, trade names Iron (III) Chloride, Iron Trichloride

Product Use Coagulation and Flocculation

Restrictions Maximum use level 250mg/L

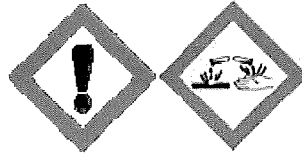
Manufacturer/Supplier
US Magnesium LLC (US Mag) 238 North 2200 West
Salt Lake City, UT 84116-2921
Tel: (801) 532-2043
Fax: (801) 534-1407

Emergency Phone (801) 532-1522, Ext 1440

Certified to
NSF/ANSI 60

SECTION 2: HAZARDS IDENTIFICATION

Label Elements



Signal Word Danger

Hazard Statement

Physical Hazards May be corrosive to metals

Health Hazards

EYE: Causes severe eye damage

SKIN CONTACT: Contact with skin will result in severe irritation and burns

SKIN ABSORPTION: N/A

INGESTION: Harmful if swallowed

INHALATION: Breathing in mists or aerosols may produce respiratory irritation.

OSHA Defined Hazards

Precautionary Statements

Prevention Do not breathe dust/fume/gas/mist/vapors/spray. Wash exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection.

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SAFETY DATA SHEET (SDS)

Inhalation	Remove from affected area and give oxygen/artificial respiration if needed. Seek medical attention for breathing difficulty.
Laboratory	Obtain CBC and electrolytes, if needed.
Note to Physician	N/A
Medical Conditions Generally Aggravated by the Material	None reported

SECTION 5: FIRE-FIGHTING MEASURES

Flammable Limits in Air	Upper: N/A Lower N/A
Flash Point	None
Method Used	None
Suitable Extinguishing Media	Non flammable or combustible: Use extinguishing media suitable for surrounding material.
Special Protective Equipment and Precautions for Firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full facepiece operated in a positive pressure mode. Move exposed containers from fire area if it can be done without risk. Use water to keep fire-exposed containers cool.
Specific Hazards arising from the chemical	Irritating chlorine and hydrogen chloride fumes may be present in fire involving this substance.
Fire-fighting equipment/instructions	Use water spray or foam in large fires. Wear self-contained breathing apparatus.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures	Restrict access to area until completion of clean-up. Ensure clean-up is conducted by trained personnel only. All persons dealing with clean-up should wear the appropriate protective equipment including self-contained breathing apparatus and boots. Keep all other personnel upwind and away from the spill/release.
Environmental precautions	Ensure spilled product does not enter drains, sewers, waterways, or confined spaces. Dike far ahead of the spill for later recovery or disposal.
Methods and materials for containment and cleaning	Ventilate area of release. Stop leak if you can do so without risk. Neutralize spill with lime or soda ash. Absorb neutralized spill with inert absorbent material, then place absorbent material into a suitable container for later disposal. Flush spill area with water, in accordance with local, state, and federal regulations.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling	Material is corrosive. Wear appropriate protective equipment. Use in a well ventilated area with proper engineering controls. Avoid inhalation of vapors. Avoid contact with skin, eyes and clothing. Keep away from heat and flame. Keep away from metals and other incompatible materials. Protect container from physical damage. Do not strike containers or fittings with tools or hard objects. Keep container closed and dry.
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SAFETY DATA SHEET (SDS)

Hazardous Decomposition Products	alkaline materials. Reacts violently with allyl chloride, sodium and potassium. When heated to composition, Ferric Chloride emits highly toxic fumes of HCl and iron oxides.
Hazardous Polymerization	Will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on likely routes of exposure:

Eye Contact	Exposure results in pain, swelling, lacrimation, corneal erosions, photophobia and blindness. May cause burns to inner eyelids.
Skin Contact	Prolonged contact may cause irritation, dermatitis, blistering and staining to occur. Highly toxic by intravenous route.
Ingestion	Low toxicity in small quantities. Larger doses (30 mg/kg) may cause stomach irritation resulting in nausea, vomiting and diarrhea. Mucous membranes and gastrointestinal tract may also be burned. Pink urine discoloration is a strong indicator of iron poisoning. Liver cirrhosis, fibrosis of the pancreas, coma and death may follow. Oral ingestion may produce mild to moderately severe oral and esophageal burns with severe stomach burns. Vomit (coffee grounds in appearance), drooling and pain may occur. Acidosis and hemolysis may occur due to absorption.
Inhalation	Product mists are irritating to mucous membranes, respiratory tract and lung tissues. May cause coughing and difficulty breathing. Excessive exposures have also resulted in bronchitis symptoms, chest pain, dyspnea and pulmonary edema. The onset of respiratory symptoms may be delayed by several hours.
Primary Route of Entry	Inhalation, ingestion and skin contact.
Symptoms related to the physical, chemical and toxicological characteristics:	
Overexposure	Hydrochloric acid and high concentrations of hydrogen chloride gas are highly corrosive to eyes, skin and mucous membranes.
Acute Overexposure	None known.
Information on Toxicological Effects Systemic and Other Effects	ESTIMATED FATAL DOSE: Ferric salts is 30 grams. LD50 (Mouse) = 1278 mg/kg LD50 (Rat) = 1872 mg/m3 TOXIC HAZARD RATING: Moderately toxic. Probable oral lethal dose in humans ranges from .5-5g/kg or 1 oz. to 1 pint (1 lb.).

SECTION 12: ECOLOGICAL INFORMATION

Ecotoxicity	Not available.
Persistence and degradability	Not available.
Bioaccumulative potential	Does not accumulate.

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SAFETY DATA SHEET (SDS)

**SARA TITLE III (Superfund
 Amendment and
 Reauthorization Act)** 1910.1200).
 N/A

313 Reportable Ingredients: Not available

SECTION 16: OTHER INFORMATION

Health: 3 Intense or continues but not chronic exposure could cause temporary incapacitation or moderate residual injury
Flammability: 0 Will not burn under typical fire conditions
Instability: 2 Fairly stable, even under fire exposure conditions, and is not reactive with water. When heated to composition, Ferric Chloride emits highly toxic fumes of HCl and iron oxides
 Corrosive to most metals
Special: None

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THATCHER COMPANY OF CALIFORNIA, INC.
12020 Woodruff Avenue, Unit C, Downey, CA 90241



Phone (562) 803-0563
Fax (562) 803-8697

March 2016

**MAILING ADDRESS NOTICE
FOR
BIDS, REQUEST FOR QUOTATIONS,
CONTRACTS/AGREEMENTS, INSURANCE REQUESTS**

Contracts/agreements to:

Craig N. Thatcher, President
Thatcher Company of California, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
Or e-mail:
craig.thatcher@tchem.com and wendy.richmond@tchem.com

Requests for bids, quotations, certificate of insurance to:

Wendy Richmond
Thatcher Company of California, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
or e-mail: wendy.richmond@tchem.com

Payments: Thatcher Company of California, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

Purchase orders and orders to:

Pam Thederan
Thatcher Company of California, Inc.
12020 Woodruff Avenue, Unit C
Downey, CA 90214
e-mail: pam.thederan@tchem.com

Bid tabulation:

dennis.moore@tchem.com
wendy.richmond@tchem.com

EXHIBIT B
Insurance Requirements
(Chemical Vendor - Ferric Chloride)

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.