AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made ______, 2018 between Univar USA, Inc. ("Contractor"), whose address is 8201 S 212th Street, and telephone number is 253-872-5000 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 in the Request for Bid documents and on the attached Exhibit A incorporated herein by reference. Contractor shall begin providing the goods/performing the services on July 1, 2018 and complete providing the goods/performing the services by June 30, 2019. The parties may agree to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals. The price for any succeeding period of service shall be agreed upon by both parties.
- 2. <u>Compensation</u>. For the goods and services under this Agreement, City shall pay Contractor the sum of \$0.6552 per gallon for delivery of Sodium Hypochlorite (12.5%). The not-to exceed amount for the potential 4-year contract term is \$2,124,400.
- 3. <u>Method of Payment</u>. 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. <u>Maintenance.</u> 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 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. <u>Warranty.</u> 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. <u>Hold Harmless</u>. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor,

Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

- 7. <u>Insurance</u>. 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. <u>Business License.</u> Prior to its execution of this Agreement, Contractor shall obtain a City business license.
- 9. <u>Audit</u>. City reserves the right to periodically audit all charges for good and services provided by Contractor.
- 10. <u>Ownership of Goods.</u> All goods accepted by the City shall be the property of the City.
- 11. <u>Changes to the Agreement.</u> This Agreement may not be modified except in writing by both parties.
- 12. <u>Applicable Law</u>. 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. <u>Non-Assignability</u>. 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. <u>Notices</u>. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Jennifer Perras To City: City Manager
Univar USA, Inc
8201 S 212th 425 N. El Dorado St.
Kent, WA 98032-1994 Stockton, CA 95202

15. <u>Conformance to Applicable Laws</u>. 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.

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
KURT O. WILSON CITY MANAGER	By: Mary McCarthy Print name
	Municipal Commercial Manager Title
[If Contractor is a corporation, signature	s must comply with Corporations Code §313]
ATTEST:	APPROVED AS TO FORM
BRET HUNTER, CMC	CITY ATTORNEY

Agreement for Purchase of Sodium Hypochlorite Page 3 of 89

EXHIBIT A

BAY AREA CHEMICAL CONSORTIUM STANDARD AGREEMENT, PAGE 1 OF 2 BID NO. 13-2018 SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

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 Sodium Hypocholorite 12.5% 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:	Univar USA Inc.		
Address:	8201 S 212 th St.		
City, State, ZIP:	Kent, WA 98032		
Phone:	253-872-5000		
Email:	muniteam-west@univar.com		
Authorized Rep	resentative: Jennifer M. Perras		
Signature:	at Mila		
Date:	April 6, 2018		
WE ACKNOWLE	EDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1	THROUGH_2	_
SPECIFIC DEVIA	TIONS (if applicable, attach additional sheets if necessary	<i>(</i>):	

^{***}Unless specified in the BACC bid documents as not accepting deviations from the stated regional pricing on pages 88-89, all "short loads" of less than 2,000 gals. will be priced at the stated regional pricing plus a \$290.00 LTL charge.

^{** 2.175%} Mill fee is included in bid pricing.

STANDARD AGREEMENT, PAGE 2 OF 2 BIDDER INFORMATION

1.	Legal Name of Bidder: Univar USA Inc.						
2.	Bidder's Street Addres 8201 S 212 th St, Kent, WA				TOTAL CONTRACTOR OF THE CONTRA		
3.	Mailing Address: Same as above				MMM19477.7.		Association of the second of t
4.	Business Telephone:	253-872-5	000	Fax	Number:	253-872-	5041
5.	Type of Supplier: ☐ Sole Proprietor If Corporation, indicate		artnership incorpora			poration n	
6.	Business License Numb located.	per issued by	the City w	here t	he Supplie	er's princip	oal place of business is
	Number: <u>3641101210</u>		Issuin	ng City:	San Jose	, CA	
7.	7. Supplier Federal Tax Identification Number: <u>91-1347935</u>						
8.	Emergency Contact:	Name: <u>T</u> Phone Num	om Mende ber: <u>650-</u>		726		······
9.	Order Contact:	Address: <u>5</u> Phone Num	ber: <u>800-6</u>	ve, Pho 59-59(08_Fax Nui	mber: <u>60</u>	2-278-9138_ sanjose@univar.com
10	D-f						
10.	References: Company/Agency Nam 1) See attached 2 page 2)	<u>s</u>	<u>Conta</u>	act Nar	<u>ne</u>		Phone Number
	3)		<u> </u>			-	
	Chemical Manufacture Pure solutions-950 Loveridg				rent from	Bidder):	

Univar USA Inc. 8201 S. 212th Kent, WA 98032-1994 USA

T 253-872-5000 F 253-572-5041 www.univarusa.com



Referneces

County & County of San Francisco
 Dr. Carlton B Goodlett Place
 San Francisco, CA 94102

Contact: Carolyn Sladnick, Senior Purchaser Phone: 415-554-3266; Fax: 415-487-7737

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite

City of Pflugerville
 PO Box 589
 Pflugerville, TX 78691

Contact: Wiley Webb, Superintendent

Phone: 512-990-6400

Supply and Delivery of Bulk Sodium Hypochlorite

3. East Bay Mud PO Box Oakland, CA 946231

Contact: Kelley Smith, Purchasing Supervisor

Phone: 510-287-0355

Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda

City of Riverside
 WTP
 San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist Phone 951-826-5562

Supply and Delivery of Sodium Hypochlorite

[addressee] [date] [page #]

5. BACC-Bay Area Chemical Consortium
Over 100 locations within Northern California

Contact: Louanne Ivy-Administrative Analyst

Phone: 925-875-2398

Supply and Delivery of Sodium Hypochlorite

6. City of Los Angeles Los Angeles, CA

Contact: Katherin Quinn-Procurement Supervisor

Phone: 310-648-5665

Supply and Delivery of Sodium Hypochlorite

Over the past 5 years, Univar has participated in 100's of Municipal bids, we have listed the 6 projects represent our capabilities in California.

All of our operational personnel participated in making sure all delivery requirements were met to each customer.

Our customer service department takes care of all orders, they communicate with operations and the customer to make sure all requests are satisfied.

We meet 100% of our contractual obligations; any municipality that is under contract with Univar is serviced first if there is a shortage in the market place.

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

State of Galifornia Washington	
County of Vinc) ss.	
Jenuiser Perros, being first duly s (Contractor's Authorized Representative)	worn, deposes and says that he or she is
The state of the s	
(Title of Representative) of Universe (Contraction)	the party making the Contractor's Name)
Foregoing bid that the bid is not made in the interpartnership, company, association, organization, not collusive or sham; that the bidder has not dire other bidder to put in a false or sham bid, and has conspired, connived, or agreed with any bidder or that anyone shall refrain from bidding; that the bidirectly or indirectly, sought by agreement, commits the bid price of the bidder or any other bidder, element of the bid price, or of that of any other bit the public body awarding the contract of anyone all statements contained in the bid are true; and, or indirectly, submitted his or her bid price or any thereof, or divulged information or data relative to any corporation, partnership, company associa any member or agent thereof to effectuate a colli-	or corporation; that the bid is genuine and ectly or indirectly induced or solicited any one dider has not in any manner, munication, or conference with anyone to or to fix any overhead, profit, or cost id, or to secure any advantage against interested in the proposed contract; that further, that the bidder has not, directly breakdown thereof, or the contents thereto, or paid, and will not pay, any fee tion, organization, bid depository, or to
I declare under penalty of perjury under the laws	of the state of California that the
foregoing is true and correct.	W MPa
	ignature of: President, Secretary, Manager, Owner, or Representative
Subscribed and sworn to before me this,	day of ADO 2018
State of Control of the	WASHINI

All Signatures Must Be Witnessed By Notary

BAY AREA CHEMICAL CONSORTIUM BID FORM FOR BID NO. 13-2018

Sealed bids must be enclosed in an envelope clearly marked:

"BID FOR SODIUM HYPOCHLORITE 12.5% BACC BID NO. 13-2018"

And delivered to:

Gemma Lathi

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 10, 2018

Univar USA Inc.	
Business Address 8201 S 212 th St.	

Attn: Muni Team Kent, WA 98032

Business Name:

Telephone Number: <u>253-872-5000</u>

Facsimile Number: <u>253-872-5041</u>
Email Address: muni-team-west@univar.com

Authorized Representative (Please Print):

Jennifer M. Perras

Signature: Date: April 6, 2018

All costs except California State sales tax for the purchase of Sodium Hypocholorite 12.5% 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 per unit of measure as specified in attached Exhibit A to Bid Form.

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.

BAY AREA CHEMICAL CONSORTIUM EXHIBIT A TO BID FORM BID NO. 13-2018 **SODIUM HYPOCHLORITE 12.5%**

(MIVAR

Bidders shall submit bids in US\$ per unit of measure as indicated below, FOB Destination. Bid prices must be based on bulk deliveries of 2,000 gallons or 1 ton or more. Refer to paragraph 2.4 Bid Pricing for full details.

> Unit of Measure

Bid Price per **Unit of Measure**

Sodium Hypochlorite 12.5%

Marin Sonoma Napa

Central Valley

East Bay

North Bay

gal

\$.6552

City of Lathrop (Veiola NA)

City of Merced

City of Stockton

U.S. Naval Station Lemoore

gal

\$.6539

Alameda County Water District

City of San Leandro

Oro Loma Sanitary District

Union Sanitary District

gal

\$.6653

Central Marin Sanitation Agency

City of Mill Valley - Sewerage Agency of Southern Marin

Las Gallinas Valley Sanitary District

Marin Municipal Water District

Napa Sanitation District

North Marin Water District

Sanitary District No. 5 of Marin County

Sausalito Marin City Sanitary District

gal

\$,6469

Central Contra Costa Sanitary District

City of Antioch

City of Brentwood

City of Martinez

City of Pinole (Pinole/Hercules WPCP)

Contra Costa Water District

Delta Diablo Sanitation District

Diablo Water District

Ironhouse Sanitary District

Pleasant Hill Recreation & Park District

Rodeo Sanitary District

Town of Discovery Bay CSD

BAY AREA CHEMICAL CONSORTIUM EXHIBIT A TO BID FORM BID NO. 13-2018 SODIUM HYPOCHLORITE 12.5%

UnivAR

Bidders shall submit bids in US\$ per unit of measure as indicated below, FOB Destination.

Bid prices must be based on bulk deliveries of 2,000 gallons or 1 ton or more.

Refer to paragraph 2.4 Bid Pricing for full details.

nojo: to paragrapi. Er voia vising jor jan accai.	Unit of Measure	Bid Price per Unit of Measure	
<u>Peninsula</u>	gal	\$.6523	
City of Daly City/North San Mateo County Sanitation District			V
City of South San Francisco			
Sewer Authority Mid-Coastside			
Silicon Valley Clean Water (SVCW)			
<u>Sacramento</u>	gal	\$.7749	:/
Carmichael Water District			V
City of Folsom			
City of Roseville			
City of Sacramento			
City of Yuba City			
Nevada Irrigation District			
Sacramento County Water Agency			
Woodland-Davis Clean Water Agency			
South Bay	gal	\$.6053	
City of Gilroy			*
San Jose - Santa Clara Regional Wastewater Facility			
City of Sunnyvale - Water Pollution Control Plant			
Santa Clara Valley Water District			
<u>Tri Valley</u>	gal	\$.6722	/
City of Dublin			
City of Livermore			
Dublin San Ramon Services District			
Zone 7 Water Agency			
Optional Bid Item: IN DRUMS	gal	\$ No bid	
North Bay:			1 "
Town of Discovery Bay Community Center/Pool			
Optional Bid Item: IN CARBOYS	gal	\$ No bid	
South Bay:			1

City of Gilroy

Univar USA Inc. 8201 S. 212th Kent, WA 98032-1994 USA

T 253-872-5000 F 253-572-5041 www.univarusa.com



April 6, 2018

Dublin San Ramon Services District Regional Wastewater Treatment Facility Attn: Gemma Lathi 7399 Johnson Dr Pleasanton, CA 94588

RE: Bid for Sodium Hypochlorite, BACC Bid No. 13-2018

To Gemma:

Univar USA Inc. is pleased to offer a price quote on your ITB due Tuesday, April 10, 2018 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Jennífer Perras

Municipal Specialist
Western Region
Univar USA Inc.
Muniteam-west@univar.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

AFFIDAVIT RE DELIVERY REQUIREMENTS FOR BID NO. 13-2018

STATE OF WASHINGTON)
)
COUNTY OF KING)

I, Jennifer Perras, the Municipal Specialist for Univar USA Inc. ("Univar") being duly sworn, states that I have read Section 3.7 of Bid No 13-2018 and knows its contents and hereby attests that if Univar utilizes the services of a third party hauling company for some or all of its deliveries, Univar will be responsible for ensuring that said hauler can and will deliver the product to each location shown on the bid documents.

Quality Carriers -2750 Goodrick Ave, Richmond, CA, 94801 Watson Brothers-13918 Jack Tone Rd., Manteca, CA 95336 Bulk Transport-415 S Lemon Ave, Walnut, CA 91789

Jennifer M. Perras

SUBSCRIBED AND SWORN to before me this

day of April 2018, Jennifer M. Perras.

Notary Public for Washington,

My Commission Expires:



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, April 05, 2018** at 12:15 a.m. Eastern Time. Please <u>contact NSF International</u> 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=k2&ChemicalName=Sodium+Hypochlorite&

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

K2 Pure Solutions NoCal, L.P.

950 Loveridge Road
Pittsburg, CA 94565
United States
925-203-1190
Visit this company's website (http://www.k2pure.com)

Facility: Pittsburg, CA

Sodium Hypochlorite[CL]

Trade Designation
Sodium Hypochlorite

Product FunctionDisinfection & Oxidation

Max Use 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 1 Processing time was 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday**, **April 05**, **2018** at 12:15 a.m. Eastern Time. Please <u>contact NSF International</u> 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?
http://companyName=Univar&ChemicalName=Sodium+Hypochlorite&

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Univar Canada Ltd. 9800 Van Horne Way Richmond, BC V6X 1W5 Canada 604-273-1441

Facility: Edmonton, Alberta, Canada

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Bleach 12%	Disinfection & Oxidation	87mg/L
Javex 12%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 16%	Disinfection & Oxidation	66mg/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.

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

Facility: Valleyfield, Québec, Canada

Sodium Hypochlorite[CL]

Trade Designation Product Function Max Use

Sodium Hypochlorite 12% Sodium Hypochlorite 4% Disinfection & Oxidation Disinfection & Oxidation

95mg/L 285mg/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.

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

Univar Canada Ltd.

9800 Van Horne Way Richmond, BC V6X 1W5 Canada 416-740-5300

Facility: # 1 Ontario, Canada

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12%	Disinfection & Oxidation	97mg/L
Sodium Hypochlorite 12% Water Treatment	Disinfection & Oxidation	97mg/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.

Univar USA Inc.

17411 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: # 1 St. Louis, MO

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	40mg/L

Page 3 of 16 ATTACHMENT E

[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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Phoenix 27th Ave., AZ

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Commerce, CA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Santa Fe Springs, CA

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

Page 4 of 16

[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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Redwood City, CA

Sodium Hypochlorite[CL]

Trade Designation
Sodium Hypochlorite 12.5%

Product FunctionDisinfection & Oxidation

Max Use 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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Visalia, CA

Sodium Hypochlorite[CL]

Trade Designation
Sodium Hypochlorite 12.5%

Product FunctionDisinfection & Oxidation

Max Use 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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Jacksonville, FL

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	55mg/L
Liquichlor 12.5%	Disinfection & Oxidation	44mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	55mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	44mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Tampa, FL

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	105mg/L
Liquichlor 12.5%	Disinfection & Oxidation	94mg/L
Sodium Hypochlorite	Disinfection & Oxidation	94mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	94mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Dallas, GA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Norcross, GA

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Nampa, ID

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Plainfield, IL

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center, Geismar, LA

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	64mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	64mg/L

Page 7 of 16 ATTACHMENT E

[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.

NOTE: Only products bearing the "NSF 60" designation on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: St. Paul Terrace Court, MN

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Omaha, NE

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	40mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Charlotte, NC

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/L

Page 8 of 16 ATTACHMENT E

[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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Walbridge, OH

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	78mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	78mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Portland, OR

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	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.

NOTE: Only products bearing the "NSF 60" designation on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Altoona, PA

Product Function	Max Use
Disinfection & Oxidation	45mg/L
Disinfection & Oxidation	107mg/L
Disinfection & Oxidation	45mg/L
Disinfection & Oxidation	107mg/L
	Disinfection & Oxidation Disinfection & Oxidation Disinfection & Oxidation

[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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Bunola, PA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	45mg/L
Liquichlor 5.25%	Disinfection & Oxidation	107mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	45mg/L
Sodium Hypochlorite Solution 5.25%	Disinfection & Oxidation	107mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Middletown, PA

Sodium Hypochlorite[CL]

Product Function	Max Use
Disinfection & Oxidation	105mg/L
Disinfection & Oxidation	84mg/L
Disinfection & Oxidation	200mg/L
Disinfection & Oxidation	114mg/L
Disinfection & Oxidation	105mg/L
Disinfection & Oxidation	84mg/L
Disinfection & Oxidation	200mg/L
Disinfection & Oxidation	114mg/L
	Disinfection & Oxidation

[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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Providence, RI

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	105mg/L
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Liquichlor 5.25%	Disinfection & Oxidation	200mg/L
Liquichlor 9.2%	Disinfection & Oxidation	114mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Spartanburg, SC

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Houston Luthe Road, TX

Sodium Hypochlorite

Trade DesignationProduct FunctionMax UseSodium Hypochlorite 10%Disinfection & Oxidation70mg/LSodium Hypochlorite 12.5%Disinfection & Oxidation56mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Chester, VA

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5%Disinfection & Oxidation58mg/LLiquichlor 5.25%Disinfection & Oxidation138mg/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.

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

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Kent, WA

Sodium Hypochlorite

Trade DesignationProduct FunctionMax UseLiquichlor 12.5%Disinfection & Oxidation84 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Cincinnati Dues Drive, OH

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10% Solution	Disinfection & Oxidation	75mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	60mg/L
Liquichlor 5.25% Solution	Disinfection & Oxidation	142mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	60mg/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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Dallas Bekay Street, TX

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseSodium Hypochlorite 12.5%Disinfection & Oxidation84mg/L

Page 12 of 16 ATTACHMENT E

[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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Houston Brisbane, TX

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 10% SolutionDisinfection & Oxidation70 mg/LLiquichlor 12.5% SolutionDisinfection & Oxidation56 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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Univar USA Inc. 17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: #8 USA

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5%Disinfection & Oxidation99mg/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.

Facility: # 13 USA

Sodium Hypochlorite[CL]

Trade Designation Product Function Max Use

Page 13 of 16 ATTACHMENT E

Liquichlor 12.5%

Disinfection & Oxidation

99mg/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.

Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: # 10 USA

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionLiquichlor 12.5%Disinfection & OxidationSodium Hypochlorite 12.5%Disinfection & Oxidation

[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.

Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: # 11 USA

Sodium Hypochlorite[CL]

Trade Designation
Liquichlor 12.5%
Sodium Hypochlorite 12.5%

Product FunctionDisinfection & Oxidation
Disinfection & Oxidation

Max Use

Max Use

84mg/L

84mg/L

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.

Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: # 12 USA

Sodium Hypochlorite[CL]

Trade Designation
Liquichlor 12.5% Solution
Liquichlor 5.25% Solution

Product Function

Disinfection & Oxidation
Disinfection & Oxidation

Max Use

84mg/L 200mg/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.

Facility: # 17 Saugus, CA

Sodium Hypochlorite[CL]

Trade Designation
Liquichlor 12.5% Solution
Liquichlor 5.25% Solution

Product Function
Disinfection & Oxidation
Disinfection & Oxidation

Max Use 84mg/L 200mg/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.

Univar USA Inc. 17411 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: # 25 Dayton, OH

Sodium Hypochlorite[CL]

Trade Designation

Product Function

Max Use

Page 15 of 16 ATTACHMENT E

Liquichlor 12.5% Solution Sodium Hypochlorite 12.5% Disinfection & Oxidation Disinfection & Oxidation

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.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Univar USA Inc.
17411 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility: San Antonio, TX CarbonFree

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10% Solution	Disinfection & Oxidation	105mg/L
	Algicide	
	Bactericide	

Liquichlor 12.5% Solution Disinfection & Oxidation 84mg/L

Algicide Bactericide

Sodium Hypochlorite 10% Disinfection & Oxidation 105mg/L

Algicide Bactericide

Sodium Hypochlorite 12.5% Disinfection & Oxidation 84mg/L

Algicide Bactericide

[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.

Univar USA Inc. (Formerly Basic Chemical Solutions) 17425 Northeast Union Hill Road Redmond, WA 98052

United States

425-889-3400

Facility: # 18 USA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
BCS Sodium Hypochlorite Solution (12.5%)	Disinfection & Oxidation	84mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	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.

Univar USA, Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: # 2 Houston, TX

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor	Disinfection & Oxidation	70mg/L
Liquichlor 10%	Disinfection & Oxidation	70mg/L
Liquichlor 12.5%	Disinfection & Oxidation	56mg/L
Liquichlor Max	Disinfection & Oxidation	56mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	70mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	56mg/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 11 Number of matching Products is 102 Processing time was 1 seconds



Certificate of Analysis

Product: Sodium Hypochlorite 12.5
K2 Lot #: 180325-A1
Date of Manufacture: 3/25/2018

Characteristic:	Unit	Lower Limit	Upper Limit	Value
Sodium Hypochlorite (NaOCl)	wt%	12.5		12.7
Available Chlorine (trade percent)	%	12.5		14.4
Available Chlorine	g/L	125		144
Available Chlorine	lb/gal			1.2
Specific Gravity @ 20 deg C		1.19	1.26	1.19
Density @ 20 deg C	g/mL			1.19
Density @ 60 deg F	g/mL			1.19
Total Free Alkali (as NaOH)	wt%	0.1	1.0	0.6
Total Free Alkali (as NaOH)	lb/gal			0.06
Excess NaOH	wt%			0.6
Excess NaOH	lb/gal			0.06
Sodium Carbonate (Na ₂ CO ₃)	wt%	0.0	1.0	0.1
Sodium Carbonate (Na ₂ CO ₃)	lb/gal			0.01
Iron (Fe)	mg/L		1.0	<0.05
Nickel (Ni)	mg/L		0.1	<0.05
Copper (Cu)	mg/L		0.1	<0.05
Cobalt (Co)	mg/L		0.1	<0.05
Chlorate (CIO3)	mg/L		2380	<100 0
Bromate (BrO ₃)	mg/L		24	<10
Insoluble Matter	wt%		0.15	<0.15
Color				clear greenish yellow
Odor				mild chlorine odor
рН				12.5
Filtration test (1L, 0.8um @25 in Hg)	minutes		3	<3

Environmental Status:

RCRA List: N/A
SARA 313 List: N/A
California Prop 65 List: N/A

EPA Registration Number: 88296-1; 88296-2

DOT Proper Shipping Name: Hypochlorite Solutions, 8, UN1791, PGIII

(RQ 100 Lbs) = 80 Gallons 12.5% Solution

Date of Delivery:	
Shipper ID:	





Certificate of Analysis

Product: Sodium Hypochlorite 12.5
K2 Lot #: 180325-A1
Date of Manufacture: 3/25/2018

Characteristic:	Unit	Lower Limit	Upper Limit	Value
Sodium Hypochlorite (NaOCl)	wt%	12.5		12.7
Available Chlorine (trade percent)	%	12.5		14.4
Available Chlorine	g/L	125		144
Available Chlorine	lb/gal			1.2
Specific Gravity @ 20 deg C		1.19	1.26	1.19
Density @ 20 deg C	g/mL			1.19
Density @ 60 deg F	g/mL			1.19
Total Free Alkali (as NaOH)	wt%	0.1	1.0	0.6
Total Free Alkali (as NaOH)	lb/gal			0.06
Excess NaOH	wt%			0.6
Excess NaOH	lb/gal			0.06
Sodium Carbonate (Na₂CO₃)	wt%	0.0	1.0	0.1
Sodium Carbonate (Na₂CO₃)	lb/gal			0.01
Iron (Fe)	mg/L		1.0	<0.05
Nickel (Ni)	mg/L		0.1	< 0.05
Copper (Cu)	mg/L		0.1	<0.05
Cobalt (Co)	mg/L		0.1	< 0.05
Chlorate (ClO3)	mg/L		2380	<1000
Bromate (BrO₃)	mg/L		24	<10
Insoluble Matter	wt%		0.15	<0.15
Color				clear greenish yellow
Odor				mild chlorine odor
рН				12.5
Filtration test (1L, 0.8um @25 in Hg)	minutes		3	<3

Environmental Status:

RCRA List: N/A
SARA 313 List: N/A
California Prop 65 List: N/A

EPA Registration Number: 88296-1; 88296-2

DOT Proper Shipping Name: Hypochlorite Solutions, 8, UN1791, PGIII (RQ 100 Lbs) = 80 Gallons 12.5% Solution

Date of Delivery:	
Shipper ID:	





Univar 3075 Highland Pkwy STE 200 Downers Grove, IL 60515 425-889-3400

SAFETY DATA SHEET

1. Identification

Product identifier: SODIUM HYPOCHLORITE 10-16%

Other means of identification

Synonyms:

Liquichlor, Bleach

CAS NUMBERS:

7681-52-9

SDS number:

000100001054

Recommended use and restriction on use

Recommended use: Reserved for industrial and professional use.

Restrictions on use: Not known.

Manufacturer/Importer/Supplier/Distributor Information

Univar

3075 Highland Pkwy STE 200

Downers Grove, IL 60515

425-889-3400

Emergency telephone number: For emergency assistance Involving chemicals

call CHEMTREC day or night at: 1-800-424-9300. CHEMTREC INTERNATIONAL Tel# 703-527-3887

2. Hazard(s) identification

Hazard Classification

Physical Hazards

Corrosive to metals

Category 1

Health Hazards

Acute toxicity (Oral)

Category 4

Skin Corrosion/Irritation

Category 1

Serious Eye Damage/Eye Irritation

Category 1

Environmental HazardsAcute

Category 1

hazards to the aquatic environment

Version: 1.0

Revision Date: 03/15/2017



Label Elements

Hazard Symbol



Signal Word

Danger

Hazard Statement

May be corrosive to metals.

Causes severe skin burns and eye damage.

Causes serious eye damage. Very toxic to aquatic life.

Precautionary Statements

Prevention

Wash thoroughly after handling. Do not eat, drink or smoke when using

this product. Do not breathe dust or mists. Wear protective gloves/protective clothing/eye protection/face protection.

Response

IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. IF SWALLOWED: Call a POISON CENTER/doctor/ if you feel unwell. Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor. Wash contaminated clothing before reuse.

Version: 1.0

Revision Date: 03/15/2017



Storage

Store locked up.

Disposal

Dispose of contents/container to an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product

characteristics at time of disposal.

Other hazards which do not result in GHS classification

None.

3. Composition/information on ingredients

Substances

Chemical Identity	Common name and synonyms	CAS number	Content in percent (%)*
Sodium hypochlorite		7681-52-9	10 - 16%
Sodium hydroxide		1310-73-2	0.3 - 5%
Water		7732-18-5	80 - 89.7%

^{*} All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

General information:

Get medical advice/attention.

Ingestion:

Do NOT induce vomiting. Never give liquid to an unconscious person. Get

medical attention immediately.

Inhalation:

Call a physician or poison control center immediately. If breathing stops,

provide artificial respiration. Move to fresh air. If breathing is difficult, give

oxygen.

Skin Contact:

Immediately flush with plenty of water for at least 15 minutes while

removing contaminated clothing and shoes.

Eye contact:

If in eyes, hold eyes open, flood with water for at least 15 minutes and see

a doctor.

Most important symptoms/effects, acute and delayed

Symptoms:

No data available.

SDS_US - 000100001054

Version: 1.0

Revision Date: 03/15/2017



Indication of immediate medical attention and special treatment needed

Treatment: Symptoms may be delayed.

5. Fire-fighting measures

General Fire Hazards:

No unusual fire or explosion hazards noted.

Suitable (and unsuitable) extinguishing media

Suitable extinguishing

media:

Use: Foam. Carbon dioxide or dry powder.

Unsuitable extinguishing

No data available.

media:

Specific hazards arising from the

During fire, gases hazardous to health may be formed.

chemical:

Special protective equipment and precautions for firefighters

Special fire fighting

No data available.

procedures:

Special protective equipment for Self-contained breathing apparatus and full protective clothing must be

fire-fighters:

worn in case of fire.

6. Accidental release measures

Personal precautions, protective

equipment and emergency

procedures:

Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep unauthorized personnel away.

Methods and material for

containment and cleaning up:

Absorb spillage with non-combustible, absorbent material.

Notification Procedures:

Dike for later disposal. Prevent entry into waterways, sewer, basements or

confined areas. Stop the flow of material, if this is without risk.

Environmental Precautions:

Do not contaminate water sources or sewer. Avoid release to the

environment.

7. Handling and storage

Precautions for safe handling:

Do not taste or swallow. Wash hands thoroughly after handling. Do not get

in eyes. Do not get in eyes, on skin, on clothing.

Conditions for safe storage,

including any incompatibilities: Store locked up.

Revision Date: 03/15/2017



8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

Chemical Identity	type	Exposure Limit Values	Source
Sodium hydroxide	Ceiling	2 mg/m3	US. Tennessee. OELs. Occupational
			Exposure Limits, Table Z1A (06 2008)
Sodium hydroxide -	ST ESL	20 μg/m3	US. Texas. Effects Screening Levels
Particulate.			(Texas Commission on Environmental
			Quality) (02 2013)
	AN ESL	2 μg/m3	US. Texas. Effects Screening Levels
			(Texas Commission on Environmental
			Quality) (02 2013)
Sodium hydroxide	Ceiling	2 mg/m3	US. California Code of Regulations,
			Title 8, Section 5155. Airborne
			Contaminants (02 2012)
	Ceiling	2 mg/m3	US. ACGIH Threshold Limit Values (03
			2016)
	Ceil_Tim	2 mg/m3	US. NIOSH: Pocket Guide to Chemical
	е		Hazards (2010)
	PEL	2 mg/m3	US. OSHA Table Z-1 Limits for Air
			Contaminants (29 CFR 1910.1000)
			(03 2016)
	Ceiling	2 mg/m3	US. OSHA Table Z-1-A (29 CFR
			1910.1000) (1989)

Appropriate Engineering

exceeded.

Controls

Individual protection measures, such as personal protective equipment

General information:

Provide easy access to water supply and eye wash facilities. Use personal protective equipment as required. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing to remove contaminants. Discard contaminated footwear that cannot be cleaned.

Adequate ventilation should be provided so that exposure limits are not

Eye/face protection:

Wear a full-face respirator, if needed. Wear safety glasses with side shields

(or goggles) and a face shield.

Skin Protection

Hand Protection:

Chemical resistant gloves Chemical resistant clothing

Other:

SDS_US - 000100001054

Revision Date: 03/15/2017



Respiratory Protection:

In case of inadequate ventilation use suitable respirator.

Hygiene measures:

Do not eat, drink or smoke when using the product. Wash hands after handling. Do not get in eyes. Observe good industrial hygiene practices. Wash contaminated clothing before reuse. Do not get this material in contact with skin. Wash hands before breaks and immediately after

handling the product.

9. Physical and chemical properties

Physical state:

liquid

Form:

liquid

Color:

Pale yellow-green, Clear

Odor:

Odor of chlorine

Odor threshold:

No data available.

pH:

10 - 12

Melting point/freezing point:

-20 °C

Initial boiling point and boiling range:

> 40 °C

Flash Point:

No data available.

Evaporation rate:

No data available.

Flammability (solid, gas):

No data available.

Upper/lower limit on flammability or explosive limits

Flammability limit - upper (%):

No data available.

Flammability limit - lower (%):

No data available.

Explosive limit - upper (%):

No data available.

Explosive limit - lower (%):

No data available.

Vapor pressure:

No data available.

Vapor density:

No data available.

Relative density:

1.224

Solubility(ies)

Solubility in water:

Soluble

Solubility (other):

No data available.

Partition coefficient (n-octanol/water):

No data available.

Auto-ignition temperature:

No data available.

Decomposition temperature:

No data available.

SDS_US - 000100001054

Revision Date: 03/15/2017



Viscosity:

No data available.

10. Stability and reactivity

Reactivity:

No data available.

Chemical Stability:

Material is stable under normal conditions.

Possibility of hazardous

Stable

reactions:

Conditions to avoid:

Avoid heat or contamination.

Incompatible Materials:

Oxidizers, acids Ammonia. Amines.

Hazardous Decomposition

By heating and fire, toxic vapors/gases may be formed.

Products:

11. Toxicological information

Symptoms related to the physical, chemical and toxicological characteristics

Ingestion:

No data available.

Inhalation:

No data available.

Skin Contact:

No data available.

Eye contact:

No data available.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral

Product:

LD50 (Rat): 3 - 5 g/kg

Dermal

Product:

LD50 (Rabbit): > 2 g/kg

Inhalation

Product:

May be harmful if inhaled.

Repeated dose toxicity

Product:

No data available.

Skin Corrosion/Irritation

Product:

Causes severe skin burns.

Serious Eye Damage/Eye Irritation

Product:

Causes serious eye damage.

Respiratory or Skin Sensitization

Product:

Not a skin sensitizer.

Carcinogenicity

Product:

No data available.

Revision Date: 03/15/2017



IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:

No carcinogenic components identified

US. National Toxicology Program (NTP) Report on Carcinogens:

No carcinogenic components identified

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):

No carcinogenic components identified

Germ Cell Mutagenicity

In vitro

Product:

No data available.

In vivo

Product:

No data available.

Reproductive toxicity

Product:

No data available.

Specific Target Organ Toxicity - Single Exposure

Product:

No data available.

Specific Target Organ Toxicity - Repeated Exposure

Product:

No data available.

Aspiration Hazard

Product:

No data available.

Other effects:

No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish

Product:

LC50 (Shiner perch (Cymatogaster aggregata), 96 h): 0.033 - 0.097 mg/l

LC50 (Bluegill (Lepomis macrochirus), 48 h): 0.6 mg/l

Aquatic Invertebrates

Product:

LC50 (Aquatic crustacea): 1 mg/l LC50 (Daphnia magna, 96 h): 2.1 mg/l

Chronic hazards to the aquatic environment:

Fish

Product:

No data available.

Aquatic Invertebrates

Product:

No data available.

Toxicity to Aquatic Plants

Product:

EC50 (Green algae (Dunaliella bioculata), 24 h): 0.6 mg/l

Persistence and Degradability

Biodegradation

SDS_US - 000100001054

Revision Date: 03/15/2017



Product: The product solely consists of inorganic compounds which are not

biodegradable.

BOD/COD Ratio

Product: No data available.

Bioaccumulative Potential

Bioconcentration Factor (BCF)

Product: The product is not bioaccumulating.

Partition Coefficient n-octanol / water (log Kow)
Product:
No data available.
No data available.

Known or predicted distribution to environmental compartments

Sodium hypochlorite No data available.
Sodium hydroxide No data available.
Water No data available.

Known or predicted distribution to environmental compartments

Water No data available.

13. Disposal considerations

Disposal instructions: Discharge, treatment, or disposal may be subject to national, state, or local

laws.

Contaminated Packaging: Since emptied containers retain product residue, follow label warnings

even after container is emptied.

14. Transport information

DOT

UN Number: UN 1791

UN Proper Shipping Name: Hypochlorite solutions

Transport Hazard Class(es)

Class: 8
Label(s): 8
Packing Group: III

Marine Pollutant: Marine Pollutant

Revision Date: 03/15/2017



Special precautions for user:	_
IMDG	
UN Number:	UN 1791
UN Proper Shipping Name:	HYPOCHLORITE SOLUTION
Transport Hazard Class(es)	
Class:	8
Label(s):	8
EmS No.:	F-A, S-B
Packing Group:	III
Marine Pollutant:	Not regulated.
Special precautions for user:	_
15. Regulatory information	
	cifically Regulated Substances (29 CFR 1910.1001-1050)
None present or none present in reg	- '
CERCLA Hazardous Substance List (40	•
· ·	portable quantity: 100 lbs.
	portable quantity: 1000 lbs.
Superfund Amendments and Reautho	orization Act of 1986 (SARA)
Hazard categories	
X Acute (Immediate) Chronic	(Delayed) Fire Reactive Pressure Generating
SARA 302 Extremely Hazardous S	ubstance
None present or none pre	esent in regulated quantities.
SARA 304 Emergency Release No	tification
Chemical Identity	RQ
Sodium hypochlorite	100 lbs.
Sodium hydroxide	1000 lbs.
SARA 311/312 Hazardous Chemic	
	reshold Planning Quantity
Sodium hypochlorite	10,000 lbs
Sodium hydroxide	10,000 lbs
SARA 313 (TRI Reporting)	
None present or none pre	esent in regulated quantities.
Clean Water Act Section 311 Hazardo	·
• •	portable quantity: 100 lbs.
•	portable quantity: 1000 lbs.
Clean Air Act (CAA) Section 112(r) Ac	cidental Release Prevention (40 CFR 68.130):
None present or none present in	regulated quantities.

Revision Date: 03/15/2017



US State Regulations

US. California Proposition 65

No ingredient regulated by CA Prop 65 present.

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

Sodium hypochlorite

Listed

Sodium hydroxide

Listed **US. Massachusetts RTK - Substance List**

Sodium hypochlorite

Listed

Sodium hydroxide

Listed

US. Pennsylvania RTK - Hazardous Substances

Sodium hypochlorite

Listed

Sodium hydroxide

Listed

US. Rhode Island RTK

Sodium hypochlorite

Listed

Sodium hydroxide

Listed

Revision Date: 03/15/2017



Inventory Status: Australia AICS: On or in compliance with the inventory Canada DSL Inventory List: On or in compliance with the inventory **EU EINECS List:** On or in compliance with the inventory **EU ELINCS List:** On or in compliance with the inventory Japan (ENCS) List: On or in compliance with the inventory EU No Longer Polymers List: Not in compliance with the inventory. On or in compliance with the inventory China Inv. Existing Chemical Substances: On or in compliance with the inventory

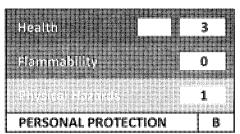
Korea Existing Chemicals Inv. (KECI): Canada NDSL Inventory: Not in compliance with the inventory. Philippines PICCS: On or in compliance with the inventory

New Zealand Inventory of Chemicals: On or in compliance with the inventory Japan ISHL Listing: Not in compliance with the inventory.

Japan Pharmacopoeia Listing: Not in compliance with the inventory. **US TSCA Inventory:** On or in compliance with the inventory

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

HMIS Hazard ID



B - Safety Glasses & Gloves

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; RNP - Rating not possible; *Chronic health effect

NFPA Hazard ID



Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; RNP - Rating not possible

Issue Date: 03/15/2017

No data available. **Revision Date:**

Version #: 1.0

Further Information: No data available.

Revision Date: 03/15/2017





Univar USA Inc. Safety Information

I. INTRODUCTION

(A) Scope

Univar USA Inc. (UNIVAR) is committed to conducting its operations in a manner that minimizes the risk to the safety and health of our employees, customers, the public and the environment.

(B) Purpose

This Injury & Illness Prevention Program (IIPP) has been developed by UNIVAR for its employees who may be exposed to general and/or chemical hazards. This program meets the requirements of Senate Bill 198 enacted under California Labor Code Section 6401.7 and the General Industry Safety Orders Section 3203.

This IIPP represents only a portion of UNIVAR's Safety and Environmental Program. The program includes several written programs and manuals such as the Operating Standards Manual, Emergency Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program, Confined Space Entry Program, Lock Out/Tag Out Program, Hot Work Program and Documentation Manual. The IIPP is not intended to be a standalone program but rather a supplement to all of the other current programs. The primary functions of this program are to inform employees of the regulation, highlight areas of occupational hazards, direct them to the proper means of minimizing the identified hazards and define the lines of communication between employees and management.

This IIPP is available for review by employees, government agencies, vendors, contractors or any other parties who have a need to examine the Program. The Program includes:



Univar USA Inc. Safety Information

Employer Information: Name, addre

Name, address, telephone number, type of

business and main activity.

Administrator Information:

Person with the authority and responsibility to

administer the program.

Safety & Health Hazard Evaluation:

A two step process which includes job classification

and occupational hazard analysis.

Standard Operating Procedures/

Operating Standards:

Programs and procedures necessary to ensure employee safety and health in every aspect of their

job.

Inspection Program: Inspections are conducted: (1) when the IIPP is first

established; (2) whenever new substances, processes, procedures, or equipment are introduced into the workplace; (3) whenever a new or previously unrecognized hazard is identified; (4) when occupational injuries or illnesses occur; and (5) whenever workplace conditions warrant an inspection. Scheduled daily, weekly and monthly

inspections.

Training Program: Employees receive initial, refresher and ongoing

training as required.

Communication: Provides a means to instruct employees on the

hazards associated with each job classification; ensure employees' compliance with standard operating procedures and safe work practices; encourage employees to participate in the safety program and identify areas of concern and/or

hazards.

Safety Award Program: Company program that encourages and rewards

employees for working safely.

Progressive Disciplinary Action Policy: Company policy that disciplines employees that do

not perform their job functions according to



Univar USA Inc. Safety Information

established policies, procedures and guidelines. These policies, procedures and guidelines

have been developed to establish a safe working environment for all of our employees and any

deviation from them will not be tolerated.

Recordkeeping Requirements:

Includes this written program; hazard analysis; the OSHA 300 Log; Standard Operating Procedures; inspections; training; meeting records and disciplinary actions for a period of time prescribed

Program Reviews:

Review and assess this and other company

programs as required to ensure their effectiveness

and applicability.

Spill: Leak response

NACD Responsible Distribution Process Code of Management Practice

Each member company shall have an active program designed to continuously improve safety and reduce incidents. This Code does not impose upon member companies any obligation to guarantee compliance by third parties, i.e., parties over whom the member companies have no control. This program shall include:

I. Risk Management

- A. Senior management commitment, through policy, communications, and resources, to on-going improvements in chemical distribution safety.
- B. Regular review with suppliers of the hazards of materials.
- C. Identification and implementation of risk reduction measures.

II. Compliance Review and Training

- A. A process for monitoring regulations and industry practices for their application to chemical distribution activities.
- B. A process for implementing applicable regulations and industry practices that apply to chemical distribution activities.
- C. Training for all employees in the implementation of applicable regulations, as well as member company's specific requirements.
- D. A process for review of employee compliance with applicable regulations and member company's specific requirements and review of outside contractor and re-seller compliance with member company's specific requirements.

III. Carrier Selection

A. A process for selecting carriers to transport chemicals that includes carrier safety and fitness, security, regulatory compliance, and performance review.

IV. Handling and Storage

- A. Procedures for ensuring that containers are appropriate for the chemical being shipped, comply with regulatory requirements, and are free from leaks and visible defects.
- B. Criteria for the cleaning and re-use of transportation equipment and chemical containers, and the proper disposal of cleaning residues.
- C. Procedures for loading and unloading chemicals at the member company's facilities that result in protection of personnel, a reduction in emissions to the environment, and ensures that chemicals are loaded and unloaded into and out of proper storage facilities.
- D. A program for providing manufacturer guidance and information to customers, warehouses, terminals and/or carriers on procedures for loading, unloading, and/or storing chemicals.
- E. A process for selecting owned and contracted facilities and sites for chemical storage or handling that emphasizes safety, fitness and includes reviews.
- F. Documentation of current operating procedures for handling and storing chemicals.
- G. Facility design, construction, maintenance, inspection, and security practices that promote facility integrity, consistent with recognized codes and regulations.
- H. Develop a process for addressing chemical site and chemical transportation security.
- Provisions for control of processes and equipment during emergencies resulting from natural events, utility disruptions, and other external conditions.
- J. Procedures to properly label and mark packages and containers.

V. <u>Job Procedures and Training</u>

- A. Identification of the skills and knowledge necessary to perform each job.
- B. Establishment of procedures and work practices for safe operating and maintenance activities.
- C. Training for all personnel to reach and maintain proficiency in safe work practices and the skills and knowledge necessary to perform their job, including confirmation of competence.
- D. Programs designed to assure that personnel in safety critical jobs are fit for duty and are not compromised by external influences, including alcohol and drug abuse.
- E. Outside Contractors: In areas where hazardous materials are present, members shall have a process in place to inform contractors of the known hazards and the emergency action plan.

VI. Waste Management and Conservation Practices

- A. Procedures to ensure that all self-generated waste and empty containers are disposed of in a responsible manner, and in accordance with existing regulations.
- B. A clear commitment by senior management through policy communications, resources, and programs to ongoing waste reductions and pollution prevention at each member facility.
- C. A commitment to institute resource conservation measures.

VII. Emergency Response and Public Preparedness

- A. A process for responding to, reporting on, and investigating chemical distribution incidents and releases involving the member company's chemicals, and implementation of appropriate preventive measures developed form that investigative process.
- B. A system of internal investigation, reporting, appropriate corrective action, and follow-up for each incident and/or near miss that result or could have resulted in chemical incidents or releases.
- C. Procedures for making emergency response information concerning the member company's chemicals available to response agencies.

- D. Communication with state and/or local emergency planning commissions and response organizations on the potential hazards of the member company's chemicals.
- E. Annual review, testing, and assessment of the operability of the member company's written emergency action and fire prevention plan and/or emergency response plan.
- F. Facility tours for first responders to promote emergency preparedness and to provide current knowledge of facility operations.
- G. Coordination of the written facility emergency response plan with the local emergency response team and other facilities. If no community plan exists, the facility should assist with efforts to create one.
- H. Participation in the Local Emergency Planning Committee's process to develop and periodically test the local emergency response plan.

VIII. Community Outreach

- A. Interaction with organizations, associations, government officials and/or the public on behalf of NACD's Responsible Distribution ProcessSM.
- B. Information and updated for employees on the Responsible Distribution ProcessSM to encourage key employees to become involved in community outreach efforts.
- C. Advocacy of responsible public policies and regulations for chemical distribution.

IX. Product Stewardship

Customers

- A. A process to qualify customers as prescribed by governmental regulation.
- B. Member companies should work with customers to foster appropriate dissemination of information on the proper use, handling and disposal of products commensurate with product risk. A member may decide to cease doing business with customers whose practices are clearly inconsistent with the Responsible Distribution ProcessSM.

X. Internal RDP Audits

- A. Member companies shall establish documented procedures for regularly scheduled INTERNAL AUDITS to verify the implementation of policies and procedures supporting the RDP Code of Management Practice. The audits will be used to evaluate the effectiveness of the policies and procedures. Internal Audits shall be done on a yearly basis beginning with successful completion of the Interim Verification Process.
- B. Audits shall be recorded and results brought to the attention of appropriate management personnel who must take timely corrective or preventive action. Annual audit results should be retained until the next Third-party On-Site Verification is completed.

XI. RDP Corrective and Preventive Action

- A. Member companies shall establish a CORRECTOVE AND PREVENTIVE ACTION system for RDP related issues. This system should permit the identification and communication of inadequacies or improvements in each member company's implementation of RDP.
- B. Member companies shall establish and maintain procedures for implementing corrective action and preventive actions arising from internal and external audits or other sources. Any corrective or preventive action taken to resolve the cause or RDP implementation inadequacy shall be appropriate, as determined by member company management, to the magnitude of the cause or inadequacy and commensurate with the risk involved.

XII. RDP Document and Data Control

- A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (NACD).
- B. Data includes any of the above that is electronically stored and utilized.
- C. These documented procedures shall include provisions for review and approval of any new or revised policies and procedures by the authorized personnel within the member company.
- D. A master list or functionally equivalent document control system identifying the current version of each document shall be established and be readily available to preclude the use of invalid and/or obsolete documents. The system shall ensure that:

Changes to documents and data shall be reviewed and approved by the same function/organization that performed the original review and approval, unless specifically designated otherwise. These functions/organizations shall have access to pertinent background information upon which to base their review and approval. Where practical, the nature of the change shall be identified in the document or appropriate attachments.

NACD Responsible Distribution Process Guiding Principles

- 1. To recognize and respond to community concerns about chemicals, their handling, and transportation.
- 2. To make health, safety, security, and environmental considerations a priority in our planning for all existing and new operations, products, processes, and facilities.
- To inform emergency response officials, employees, customers, and the public of manufacturer's information on chemical-related health or environmental hazards, and the manufacturer's recommendations on protective measures.
- 4. To work with customers, in accordance with manufacturer's recommendations, on product stewardship including handling, use, transportation, and disposal of chemical products.
- 5. To operate our plants and facilities in a manner that protects the health and safety of our employees, the public and the environment.
- 6. To cooperate in resolving problems created by past handling and disposal of hazardous chemicals
- 7. To participate with government and others in crating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.
- 8. To promote the principles and practices of Responsible Distribution ProcessSM by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.



RDP - What Is It?

Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution ProcessSM (RDP), which focuses on the responsible management and distribution of chemicals.

RDP emphasizes continual improvement in the health, safety, security, and environmental performance of all NACD member companies. This includes a commitment to comply with environmental, health and safety regulations; providing critical product safety information to employees, contractors and customers; while working with local communities and neighbors to respond to their needs. RDP consists of a set of Guiding Principles and the Code of Management Practice. This Code includes 47 specific requirements, divided into twelve sections:

- Risk Management
- Compliance Review and Training
- Carrier Selection
- Handling and Storage
- Job Procedures and Training
- Waste Management & Conservation

- Emergency Response/Public Preparedness
- Community Outreach
- Product Stewardship
- Internal RDP Audits
- RDP Corrective & Preventive Action
- RDP Document & Data Control

A key requirement of RDP and a condition of membership in NACD is verification of members' RDP policies and procedures by a third-party firm. Univar received the first Third-Party verification in 1995 and received a compliance certificate. We were re-certified in 2000 and again in 2004.

Univar maintains a leadership position in NACD, and remains firmly committed to the Responsible Distribution Process and its objective of promoting continual improvement in chemical handling and distribution.



Univar USA Inc. 17425 N.E. Union Hill Rd Redmond, WA 98052 PO Box 34325 Seattle, WA 98124-1325 USA

T 425 889 3400 F 425 889 4100 www.univarusa.com



UNIVAR'S SECURITY PROGRAM

As a distributor of industrial chemicals and solvents, a responsible distribution member of the National Association of Chemical Distributors, and an active member of the communities we serve, Univar USA Inc. has long had policies and procedures in place to ensure the security of our products, facilities, employees and communities. On March 25th 2003, the Department of Transportation (DOT) enacted HM-232 to address concerns regarding the security of hazardous materials during transportation. The following summary outlines the major provisions of Univar's Security Program as it pertains to the safety and security of our products, facilities, employees and communities as well as DOT's security regulations.

SECURITY / VULNERABILITY ASSESSMENT

Due to the hazardous nature of the chemicals we manage and distribute, Univar constantly assesses its security and vulnerability concerning internal or external threats that could potentially disrupt operations or harm our employees, communities or the environment. Univar's security program addresses the following potential sources of loss or disruption:

- Theft, vandalism, and break-ins
- Theft of confidential business information
- Sabotage of equipment, utilities, and records
- Product contamination and tampering
- Bomb threats
- Civil unrest disrupting plant access and operations
- Workplace violence and assaults

Additionally, Univar has developed a risk-based matrix to identify areas of concern and has taken steps to address those areas of concern.

PERSONNEL SECURITY

Personnel security begins with hiring qualified employees. Univar has established policies and procedures to ensure we hire and maintain qualified employees. These policies and procedures include, but are not limited to:

- Pre-employment background checks
- Pre-employment and random drug tests for drivers and warehouse staff
- Policy on "Standards of Conduct" policy (included in the Employee Handbook)
- Policy on "Confidential Information" policy (included in the Employee Handbook)
- Checkout procedures for terminating employees
- Referral of illegal or criminal activities to law enforcement

UNAUTHORIZED ACCESS

Univar has established minimum facility security guidelines that each facility must implement and adhere to. Those minimum guidelines include but are not limited to:

- Perimeter and warehouse security
- Equipment security
- Access controls for production areas, warehouses, utility facilities, and offices
- Signs to direct visitors and vehicles to the appropriate entry points
- Visitor control

Univar employees have been trained to question unescorted person(s) within the operating areas, and to be watchful for unusual activity on company property or in the immediate surrounding areas.

FDA REGULATED PRODUCTS

The security of FDA regulated products falls within the overall facility security plan which complies with the various federal regulations governing chemical security, including the DOT and the Department of Homeland Security (DHS).

All FDA regulated products have tamper-evident seals or caps on the containers, including rail tank cars, tank trucks, intermediate bulk containers (IBCs), drums and pails. The use of tamper evident seals provides a mechanism for the warehousemen, driver and/or customer to identify potential tampering with the container.

In addition, all FDA regulated products are lot controlled. The lot number on the container is cross-referenced with the lot number on the bill of lading before delivery to the customer.

For FDA regulated products packaged/transferred at Univar USA facilities, all of the hoses and other devices used during the product transfer process are secured at the end of the packaging process by various means.

All inbound and outbound shipments of these products are inspected to assure they are properly packaged, labeled and have tamper evident seals in place.

SECURITY ASSESSMENT / EVALUATION

All facilities undergo periodic security review to evaluate the integrity and effectiveness of their security policies, procedures and systems.

RESPONSIBILITIES

Each Univar facility has designated an employee, and an alternate, as the site security coordinator. This person(s) will be responsible for performing the following security management functions:

- Prepare and implement a site security program consistent with the requirements herein
- Establish relationships with law enforcement and emergency response agencies
- Manage incident reporting procedures, conduct incident investigations, and if necessary, conduct investigations into breaches of company security policy
- Train employees about security awareness
- Address security issues in an emergency, crisis management planning and execution
- Periodically reassess the facility's site security program

TRAINING

Employees receive training regarding this security program and its implementation. Training will address the following items:

- Company security objectives
- Specific security procedures:
 - Product integrity
 - Personnel security
 - Facility security
 - En-route security
- Employee responsibilities

EN ROUTE SECURITY

Univar trucks are clearly marked with Univar's name and address on the cab doors. Products and routes will be evaluated to assess the security risks. Measures will be taken to secure hazardous cargo while in transit.

ATTACHMENT E

OSM 1.19 Exhibit 9 7/1/08 Page 4 of 4

COMMON CARRIER EVALUATION

In addition to the above security measures, Univar has taken steps to verify our common carriers' compliance with DOT's HM-232 rules. Each common carrier has been asked to certify their security compliance with regards to HM-232.

Should you have any questions regarding any of the items noted in this security program summary, please feel free to contact your local Univar representative or myself at (425) 889-3776.

Respectfully,

Ed Higbee

Director - Regulatory, Health & Safety

I. <u>Introduction</u>

(A) Scope

Univar USA Inc. (UNIVAR) is committed to conducting its operations in a manner that minimizes the risk to the safety and health of our employees, customers, the public and the environment.

(B) Purpose

This Injury & Illness Prevention Program (IIPP) has been developed by UNIVAR for its employees who may be exposed to general and/or chemical hazards. This program meets the requirements of Senate Bill 198 enacted under California Labor Code Section 6401.7 and the General Industry Safety Orders Section 3203.

This IIPP represents only a portion of UNIVAR's Safety and Environmental Program and covers the California branch locations. The Program includes several written programs and manuals such as the Operating Standards Manual, Emergency Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program, Confined Space Entry Program, Lock Out/Tag Out Program, Hot Work Program and Documentation Manual. The IIPP is not intended to be a stand-alone program but rather a supplement to all of the other current programs. The primary functions of this program are to inform employees of the regulation, highlight areas of occupational hazards, direct them to the proper means of minimizing the identified hazards and define the lines of communication between employees and management.

This IIPP is available for review by employees, government agencies, vendors, contractors or any other parties who have a need to examine the Program. The Program is managed by the Corporate Risk Management and EHS Departments. The Program includes:

Employer Information: Univar USA Inc., 3075 Highland Parkway,

Suite 200, Downers Grove, IL 60515-5560, Phil Hockaday-VP Global EHS (UK Based), Patrick Wallior-Director of H&S 425-889-3731, Kerri Howard-Director of Risk

Management 331-777-6061.

Administrator Information: 425-889-3791, chemical distribution (type of

business and main activity).

Person(s) with the authority and responsibility to administer this program. Phil Hockaday -VP Global EHS, Patrick Wallior- Director of H&S 425-889-3731, Kerri Howard- Director of Risk

Management-331-777-6061.

Safety & Health Hazard Evaluation:

A two-step process which includes job classification and occupational hazard analysis.

Standard Operating Procedures/ Operating Standards: Programs and procedures necessary to ensure employee safety and health in every aspect of their job.

Inspection Program:

Inspections are conducted: (1) when the IIPP is first established; (2) whenever new substances, processes, procedures, or equipment are introduced into the workplace; (3) whenever a new or previously unrecognized hazard is identified; (4) when occupational injuries or illnesses occur; and (5) whenever workplace conditions warrant an inspection. Scheduled daily, weekly and monthly inspections are also conducted. All inspection forms that implement the safety programs in OSM are located in VanNet under Operations.

Training Program:

Employees receive initial, refresher and also participate in the company's Serious about Safety program. Ongoing training is required and training is managed through the LMS.

Communication:

Provides a means to instruct employees on the hazards associated with each job classification; ensure employees' compliance with standard operating procedures and safe work practices; encourage employees to participate in the safety program and identify areas of concern and/or hazards.

Progressive Disciplinary Action Policy: Company policy that disciplines employees that do not perform their job functions according to established policies, procedures and guidelines. These policies, procedures and guidelines have been developed to establish a safe working environment for all of our employees and any deviation from them will not be tolerated.

Recordkeeping Requirements: Includes this written program; hazard analysis;

the OSHA 300 Log; Standard Operating Procedures; inspections; training; meeting records and disciplinary actions for a period of time prescribed by laws, regulations or the

UNIVAR's Record Retention Policy.

Program Reviews: Review to ensure Cal-OSHA and other

company programs are updated as required to

ensure compliance and effectiveness.

II. Written Program

(A) Employer Information

This IIPP is specifically designed for UNIVAR facility located at:

Address: 2600 S. Garfield Ave.

City: Commerce State: CA Zip Code: 90040

Telephone Number: (323) 727-7005

Type of Business: <u>Distribution</u>

Main Activity: Chemical Distribution

SIC Code: <u>5169</u>

(B) Responsibility

The person with the authority and responsibility for implementing this IIPP:

Name: Chris Betancourt

Title: Branch Operations Manager

Alternate: Todd Walton

Title: District Operations Manager

(C) Safety & Health Hazard Evaluation

Careful review has been given to all positions and job functions within UNIVAR and the following job classifications have been determined to most accurately represent the workforce at our locations:

1) Administrative

This job classification includes positions in the office, accounting, sales, supervisory and management areas.

2) Material Handlers

This job classification includes positions in the warehouse, tank farm, laboratory and field technicians.

3) Maintenance

This job classification includes positions in vehicle and general facility maintenance.

4) Transportation

This job classification includes positions with full-time or part-time driving capacity.

A review of accidents, injuries, and illnesses, periodic and scheduled safety inspection records, information provided by employees, and each job classification identified above has been conducted to determine the occupational hazards associated with each job classification. These occupational hazards have been identified and are listed in Appendix A of this program. All Operations Managers and Supervisors have been trained by the Corporate EHS Department through Safety Compliance Leadership Training (SCLT) on hazard recognition and identifying controls to prevent injury. All employees are trained to report hazards and unsafe conditions at their work site without fear of reprisal. Employees also participate on the Safety Committees at the branch location. New committee members are assigned annually, rotation of employees ensure wider participation. Meeting minutes are documented (see Appendix A).

(D) <u>Standard Operating Procedures/Operating Standards</u>

UNIVAR has developed Standard Operating Procedures/Operating Standards to minimize exposure to the occupational hazards associated with each job classification. These Standard Operating Procedures/Operating Standards identify pertinent information such as safe working conditions, safe work practices, and personal protective equipment. UNIVAR's standard operating procedures are such documents as the Operating Standards included Manual. Emergency/Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program and the Confined Space Program.

(E) <u>Inspection Program</u>

(1) Summary

UNIVAR conducts inspections to identify and evaluate workplace hazards.

The inspections are performed when one of the following occurs:

- 1. The IIPP is first established.
- 2. New substances, processes, procedures or equipment which present potential new hazards are introduced into the workplace.
- 3. The employer becomes aware of new or previously unrecognized hazard.
- 4. An occupational injury or illness occurs.
- 5. Workplace conditions warrant an inspection.

Annual EHS audits that include the Program are performed by qualified internal auditors. Corrective actions to findings are tracked until closure. Hazard assessments and PPE certification are performed at least every 3 years or whenever modifications or new processes are introduced in operations, according to Operations Standards manual (OSM) Section 1.21. All audit reports include date of audit, name of auditors, completed audit checklists, and other supporting documentation. Records are maintained on file in the Document Manual File at the branch location.

UNIVAR also schedules periodic inspections of several work areas around the facility. These inspections are intended to address each aspect of our operations such as emergency response, personal protective equipment, loading and unloading areas (including railcars), hazardous waste and virgin material storage areas, repackaging and drumming areas, maintenance facilities and transportation vehicles. Each specific area has a designated inspection schedule. The schedules of inspection are based on the frequency of use and the hazards associated with each item.

The inspection schedule identifies the area, structure or equipment; the specific items to be inspected; the hazards or problems associated with each item and the frequency of inspections. The inspection schedule is identified in Appendix C of this program.

In addition to inspecting all aspects of the operations, periodic reviews are to be conducted to verify appropriate documentation of inspections, meetings, training, driver qualification files, etc. These reviews are conducted once or twice annually by area designated personnel as part of the environmental, safety and health audit. Where possible, audits/reviews are completed by personnel not affiliated with the facility to achieve maximum objectivity.

(2) Accident/Injury Investigation

UNIVAR is self-insured and has a vested interest in preventing occupational accidents, injuries or illnesses. Employees are required to report all incidents no matter how minor they might appear to be. Following a report of an incident, the supervisor/manager in charge is required to investigate each incident and document the findings in an *Incident Report* and enters the incident investigation into the Enablon incident management system. The report addresses:

- a) Type of Incident: Was it an employee injury, a near miss, etc.?
- b) Description: What happened? What are the facts of the incident?

6

c) Root Cause: Why did the incident happen? Focuses on objective causes of the incident.

d) Recommendations: – What corrective actions need to be taken to prevent reoccurrence.

This investigation process is designed to monitor and identify trends in employee behavior as well as the physical processes in the facility. The safety committee also reviews all *Incident Reports* for the previous month to determine/review the root cause of each incident and suggest corrective/disciplinary action if appropriate. A copy of the *Incident Report* form is included in Appendix E of this program.

(3) <u>Corrective Action</u>

An inspection program is only as effective as its corrective action plan. UNIVAR has two types of written corrective action plans. The remedial action section(s) of the Daily, Weekly and Monthly Inspection Forms addresses the deficiencies discovered during routinely scheduled inspections. The Safety Environmental Review Action Report addresses the deficiencies discovered during annual/biannual environmental, health and safety audits. UNIVAR's policy regarding corrective action related to cases of imminent danger is also discussed below.

The Inspection Forms list the items identified as deficient; the remedial action required correcting the deficiencies and the date that corrective action is to be completed. Items identified as deficient are ranked based on the severity of the potential hazard, i.e. items with high hazard potential are given priority over items with low hazard potential. Records of remedial action as part of the Inspection Forms will be maintained according to the facility's Record Retention Policy. Copies of the Inspection Forms are given in Appendix C of this program.

The Safety Environmental Review Action Report is designed to identify deficiencies during the environmental health and safety audits; establish corrective action; the identity of the person(s) responsible for the corrections and the date of completion for each item. The Safety Environmental Review Action Report is to be reviewed by and certified by the Area Operations Manager.

In cases where an imminent danger exists which can not be abated without endangering the health or safety employees, all personnel must be evacuated from the area except those necessary to correct the hazard. Employees selected to correct the hazard must be provided with all proper safeguards before taking corrective action.

(F) <u>Training</u>

Because of the physical nature of chemicals handled daily at Univar, USA training is a vital part of our operations. The primary purpose of a training program is to inform employees of the potential occupational hazards identified in the general work place and those specifically related to each job assignment. Further, the training program is designed to inform employees of the most effective means of minimizing the potential hazards associated with each job assignment. This includes safe working conditions, safe work practices and personal protective equipment.

Univar USA Training Program divided into three major components: initial, ongoing and refresher training. All training is entered and managed through the Learning Management System (LMS). Hardcopy training attendance sheets are also maintained as backup documentation at the branch location. Training requiring testing, results of the tests are also included in the documentation. Training records are retained based on the retention schedule defined by the Legal Department. All records are maintained at least the previous 5 years. Each component of the training program is identified below.

(1) <u>Initial Training</u>

- a) Administrative employees are trained on general office hazards and their limitations within operations areas. Additionally, administrative employees are trained on hazards associated with the classes of chemicals found on site, how to protect themselves in the event of an emergency and proper evacuation procedures. This is primarily accomplished through the Hazard Communication Program and the Contingency Plan.
- b) Operations personnel are trained based on the duties and functions to be performed in an emergency response organization. There are two categories:
- 1. Operations personnel are required to complete a 24 hour training program consistent with OSHA's requirements set forth in 29 CFR Section 1910.120(q)(6) for *Hazardous Materials Technicians*. The 24 hour OSHA training program consists of all of requirements set forth above for the *First Responder Operations level* as well as:
 - Emergency response plan implementation.
 - Classification, identification and verification of known and unknown materials by the use of field survey instruments and equipment.
 - Chemical and toxicological terminology and behavior.
 - Being able to function in an assigned role in the Incident Command System.
- 2. Operations managers and supervisors are required to complete a 24 hour training program consistent with OSHA's requirements set forth in 29 CFR Section 1910.120 (e)(3). The 24 hour OSHA training program consists of:
 - Emergency response plan development and implementation.
 - Hazard and risk assessment techniques.

- Selection and use of personal protective equipment.
- Safe use of engineering controls and equipment on the site.
- Medical surveillance (symptoms and signs which might indicate overexposure to hazards).
- Decontamination procedures.
- Confined space awareness.
- Spill containment program development and implementation.

Also, consistent with OSHA's training requirement set forth in 29 CFR Section 1910.120(e)(4), operations supervisors and managers are required to receive an additional 8 hour training program on:

- The company's safety & health program(s).
- The company's employee training program(s).
- The company's personal protective equipment program(s).
- The company's spill containment program(s).
- The company's health hazard monitoring procedures and techniques.

Employees who can demonstrate by means of documentation, through either previous work experience or equivalent training competency in the above mentioned areas will be exempted from the initial training.

(2) Ongoing Training

The second component of Univar USA training program is ongoing training. Ongoing training is designed to instruct employees on new policies and procedures, changes in facility equipment, processes, or materials handled and address issues of concern and/or trends. It is also designed to reinforce previous training if management deems it necessary.

Ongoing training is facilitated through monthly safety meetings. Safety meetings are scheduled in advance and attendance is mandatory. Safety meetings are designed to provide an opportunity for employees to express their concerns about any particular aspect of our operations or make suggestions on enhancing operations or minimizing the potential hazards associated with a specific job function.

(3) Refresher Training

The third component of Univar USA' training program is refresher training. Refresher training is required for specific training topics. It is intended to maintain a high level of proficiency throughout employment and ensure constant updates of training information. A list of required refresher training is included in Appendix F of this program.

(G) Communication

UNIVAR requires its employees to participate in the safety program. The opportunity to participate in the safety program is facilitated through safety meetings; safety committee meetings and Management's Open Door Policy. Management monitors employee behavior and addresses these behaviors through the company's safety award program and progressive disciplinary action policy.

(1) <u>Safety Meetings</u>

The first and most often utilized avenue of communication is the monthly safety meetings. Because management participates in all safety meetings, it is the most convenient means of establishing a two-way dialogue between employees and management. Safety meetings are divided into two parts. The first part is the training session, which provides information on new policies, procedures, equipment, or process changes.

The second part of the safety meeting is to allow employees and management to discuss any concerns.

(2) Safety Committee Meetings

UNIVAR also holds monthly safety committee meetings for a duration of 30-60 minutes, depending on meeting content. The safety committee is comprised of at least one Branch Operations Supervisor/Manager and representatives from each operating area of the facility. The responsibilities of the safety committee include:

- To serve in planning the facility's safety program; to take a leading role in making the program operate successfully and to influence others to work safely.
- To plan and organize employee safety meetings, including training aids, outside speakers, etc.
- To establish procedures for handling suggestions and recommendations and prepare minutes of its meetings and employee safety meetings.

- To study and recommend adoption of changes to procedures pertaining to the use of personal protective equipment or devices for the elimination or control of hazards based on suggestions of operation personnel.
- To establish a system of follow-ups and deadlines on all recommendations to the committee to see that compliance is achieved.
- To review Incident Notifications for completeness and to make recommendations to management in regards to corrective actions, disciplinary actions, etc.
- To ensure an accident-free operation through constant monitoring of conditions, preventative maintenance and the establishment of safe operating procedures with the help and recommendations of operations personnel.
- To ensure that the safety and health policy of the company is communicated to every employee and that such policy is effectively implemented.
- To communicate new safety ideas to area management so that all facilities may benefit.
- To document committee attendees, discussion topics, action items and a corrective action schedule to meet recordkeeping and follow-up requirements.
- To ensure compliance with federal, state and local safety regulations.

(3) Management's Open Door Policy

UNIVAR recognizes that some employees will be less comfortable discussing health and safety issues in open forum situations such as the monthly safety and safety committee meetings. For this reason, UNIVAR has chosen to adopt an Open Door Policy. This policy encourages employees to discuss any health and safety concerns with management by allowing them to present the issue to a supervisor either directly or on an anonymous basis at any time without fear of reprimand or reprisal. The supervisor must investigate the issue and report the findings to the employee that originally presented the issue. The supervisor must take corrective action, where applicable, within a reasonable amount of time.

(H) US Recognition Program Overview

(1) ABCD Recognition (Above and Beyond the Call of Duty)

Employees may be nominated for going above and beyond the call of duty in any aspect of their job related to health and safety, regulatory compliance or operational excellence. Nominations are forwarded to the ROM who meets monthly with a committee of regional and national EHS and operations personnel to award ABCD letters of recognition. The letters are a token of appreciation for taking the time and initiative to go above and beyond the call of duty. Any IC employee can be nominated for ABCD recognition.

(2) Group Annual Recognition

In Jan. 2013, branches will receive a perpetual plaque for 'years without an OSHA recordable injury'. An annual tag will be presented to each branch after every year in which all employees at the branch have had no recordable injuries. The annual tag will be hung from a plaque that hangs in the branch reception area to show suppliers, customers, inspectors, and members of our communities that we are "Serious About Safety."

(I) Progressive Disciplinary Action Policy

UNIVAR is committed to protecting the health and safety of its employees and will take all actions necessary to ensure that employees comply with safe work practices and the use of personal protective equipment. Employees who consistently violate company policies and procedures with respect to health and safety will be subject to disciplinary action up to and including termination.

(J) Recordkeeping

This IIPP and its components including hazard identification, Standard Operating Procedures, inspections, training program, communication, and all other forms of documentation associated with this program will be maintained for three (3) years unless otherwise specified by other statute or the company's *Record Retention Policy*. This Program and any records associated with it will be available for inspection or review by employees, government agencies, vendors, contractors or other selected parties.

(K) Program Reviews

As part of UNIVAR's commitment to the health and safety of its employees, this and all other programs associated with these issues will be reviewed to ensure their effectiveness and applicability. Applicable CalOSHA standards are reviewed to ensure compliance at the branch location. CalOSHA standards are incorporated into the branch standard operating procedures where applicable. Any policies or sections found to be inadequate will be revised, updated and implemented into the respective program. Employee training will be conducted for any changes made to this or related programs.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not comer rights to the certificate holder in field of s	uch endorse	emenus).					
PRODUCER	CONTACT NAME:						
Aon Risk Services Central, Inc. Philadelphia PA Office	PHONE (A/C, No. Ext):	(866) 283-7122	FAX (A/C. No.): 800-363-0105	53-010S			
One Liberty Place 1650 Market Street	E-MAIL ADDRESS:						
Suite 1000 Philadelphia PA 19103 USA		VERAGE	NAIC#				
INSURED	INSURER A:	Illinois Union Insurar	nce Company	27960			
Univar Inc.	INSURER B:	ACE American Insurance	22667				
3075 Highland Parkway Suite 200	INSURER C:	Indemnity Insurance Co	of North America	43575			
Downers Grove IL 60515 USA	INSURER D:	Agri General Insurance	42757				
	INSURER E:	INSURERE: ACE Fire Underwriters Insurance Co.					
	INSURER F:						

COV	'ER	AGES CER	TIFICATE	E NUMBER: 570066616531		REVISION NUMBER:	
INE CE	OICA RTIF	TO CERTIFY THAT THE POLICIES TED. NOTWITHSTANDING ANY RE ICATE MAY BE ISSUED OR MAY I SIONS AND CONDITIONS OF SUCH	QUIREMEI PERTAIN,	ENT, TERM OR CONDITION OF A THE INSURANCE AFFORDED B	NY CONTRACT OR OTH BY THE POLICIES DESCR	ER DOCUMENT WITH RESPE BIBED HEREIN IS SUBJECT T	CT TO WHICH THIS
INSR LTR		TYPE OF INSURANCE	ADDU SUBF INSD WVD	POLICY NUMBER	POLICY EFF POLICY (MM/DD/YYYY) (MM/DD/Y	YYY) LIMII	S
В	X	COMMERCIAL GENERAL LIABILITY		XSLG27866190	06/01/2017 06/01/2	018 EACH OCCURRENCE	\$3,000,000
		CLAIMS-MADE X OCCUR		SIR applies per policy t	erns & conditions	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	Excluded
		· · · · · · · · · · · · · · · · · · ·				PERSONAL & ADV INJURY	\$3,000,000
			1 1	1	1 1		43 000 000

	1	OB WIND IN OCC X OCCON	ì	1			i l	PREMISES (Ea occurrence)	
								MED EXP (Any one person)	Excluded
								PERSONAL & ADV INJURY	\$3,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$3,000,000
	Х	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:							
8	AU1	OMOBILE LIABILITY			ISA H09059532 Commercial Auto	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	X	ANY AUTO			Commercial vaco			BODILY INJURY (Per person)	
		OWNED SCHEDULED						BODILY INJURY (Per accident)	
		AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		lener							
А	Х	UMBRELLA LIAB X OCCUR			XCEG27380566004	1 '	06/01/2018	EACH OCCURRENCE	\$4,000,000
		EXCESS LIAB CLAIMS-	MADE		SIR applies per policy ter	ms & condi	tions	AGGREGATE	\$4,000,000
		DED X RETENTION							
С		ORKERS COMPENSATION AND			WLRC64409906	06/01/2017	06/01/2018	X PER OTH-	
B	B ANY PROPRIETOR / PARTNER / EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		PROPRIETOR / PARTNER / EXECUTIVE (AUS)		06/01/2017	06/01/2018	E.L. EACH ACCIDENT	\$1,000,000	
			Mandatory in NH)	(AZ, MA)	00,01,201,	00,01,2010	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		nv Site Liab			PPLG27846762001 Claims-Made		06/01/2018	SIR	\$10,000,000 \$500,000 \$10,000,000
1	1			1	SIR applies per policy ter	pis & condi	Frons	Occurrence	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.

CEDTIEN	ATE U	או עבם	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Univar Inc. 3075 Highland Parkway, Suite 200 Downers Grove IL 60515 USA

Son Risk Services Central Inc.

AGENCY CUSTOMER ID: 570000014538 ACHMENT E

LOC #:



_		ADDII	IU	NAL	KEIVIA	IRN	3 3 C M	EDULE		Page _ of _
AGENC Aon	y Risk Services Centr	al, Inc.					NSURED Ar Inc.			
	NUMBER Certificate Number:	570066616	5531							
CARRIE See	R Certificate Number:	570066616	5531		NAIC CODE	EFFECTI	/E DATE:		·	
ADD	ITIONAL REMARKS				<u> </u>					
	ADDITIONAL REMARKS M NUMBER: ACORD 25									
	INSURER(S)	AFFORDIN	IG C	OVERA	GE		NAIC#			
INSU	RER									
INSU	RER			ANALYSIA SANASAN SANAS						
INSU	RER	700000000000000000000000000000000000000								
INSU	RER									
ADD	ITIONAL POLICIES	If a policy certificate				t inforr	nation, refer to	the correspond	ling policy on th	ne ACORD
INSR LTR	TYPE OF INSURANCE		SUBR WVD	p.	OLICY NUMBER		POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIN	UTS
	AUTOMOBILE LIABILITY						(,.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u> </u>		
В				ISA H090 Truckers	059520 s Liability		06/01/2017	06/01/2018	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION				· · · · · · · · · · · · · · · · · · ·					
В		N/A		1	, OR, WA)	icu to	06/01/2017 ms & conditi	06/01/2018		
E		N/A		SCFC6440 (WI)		icy tei		06/01/2018		
D		N/A		WLRC6440 (TN)	0992A		06/01/2017	06/01/2018		
	OTHER				W. A. A. B. C.					
	X Claims made									
								~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
					***************************************					

March 29, 2018

#### **BAY AREA CHEMICAL CONSORTIUM**

# REQUEST FOR BIDS FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5% BID NO. 13-2018

#### ADDENDUM NO. 1

March 29, 2018

BID DUE DATE: APRIL 10, 2018 at 9:00 A.M. PDT

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH YOUR BID PROPOSAL

Dublin San Ramon Services District
Gemma Lathi, Administrative Analyst II - Operations
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94568

## ADDENDUM NO. 1 REQUEST FOR BIDS

## BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 13-2018 FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

Addendum Issue Date: March 29, 2018

**TO ALL BIDDERS:** The purpose of this Addendum is to make changes, additions, deletions, revisions, and clarifications to the Bid No. 13-2018 for the supply and delivery of SODIUM HYPOCHLORITE 12.5%. The changes incorporated in the Addendum shall be considered as a part of the document and shall supersede, amend, add to, and/or subtract from those conditions shown in the original Bid No. 13-2018.

Acknowledgement: <u>Bidders must acknowledge receipt of any and all Addenda in the space</u> <u>provided on the Standard Agreement of the bid document</u>. Failure to do so may subject the Bidder to disqualification. All requirements of the bid documents remain unchanged except as cited herein.

#### **ADDENDUM ITEMS:**

I. Section / Page: Section III - 1 Estimated Annual Quantities / Pages 61-62 of 89

**ADDED** City of Hayward under East Bay region. Add 200,000 gallons under wastewater treatment application.

The sub-total for wastewater treatment application for East Bay region is **REVISED**. Replace with 1,537,000 gallons.

The total for wastewater treatment application is **REVISED**. Replace with 7,445,000 gallons.

Estimated annual quantity for Woodland-Davis Clean Water Agency under Sacramento region is **REVISED**. Replace with 60,000 gallons under water treatment application.

The sub-total for water treatment application for Sacramento region is **REVISED**. Replace with 757,800 gallons.

The total for water treatment application is **REVISED**. Replace with 3,802,200 gallons.

REVISED Section III – 1 Estimated Annual Quantities, page 61-62 of 89, is attached.

#### **END OF ADDENDUM NO. 1**

#### **BAY AREA CHEMICAL CONSORTIUM**

# REQUEST FOR BIDS FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5% BID NO. 13-2018

#### ADDENDUM NO. 2

April 3, 2018

BID DUE DATE: APRIL 10, 2018 at 9:00 A.M. PDT

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH YOUR BID PROPOSAL

Dublin San Ramon Services District

Gemma Lathi, Administrative Analyst II - Operations
Regional Wastewater Treatment Facility

7399 Johnson Drive
Pleasanton, CA 94568

## ADDENDUM NO. 2 REQUEST FOR BIDS

## BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 13-2018 FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

Addendum Issue Date: April 3, 2018

**TO ALL BIDDERS:** The purpose of this Addendum is to make changes, additions, deletions, revisions, and clarifications to the Bid No. 13-2018 for the supply and delivery of SODIUM HYPOCHLORITE 12.5%. The changes incorporated in the Addendum shall be considered as a part of the document and shall supersede, amend, add to, and/or subtract from those conditions shown in the original Bid No. 13-2018.

Acknowledgement: <u>Bidders must acknowledge receipt of any and all Addenda in the space provided on the Standard Agreement of the bid document</u>. Failure to do so may subject the Bidder to disqualification. All requirements of the bid documents remain unchanged except as cited herein.

#### **ADDENDUM ITEMS:**

I. Section / Page: Section III – 1 Estimated Annual Quantities / Pages 61 of 89

ADD Mills College under East Bay region, 13,000 gallons under water treatment application.

The sub-total for water treatment application for East Bay region is **REVISED**. Replace with 328,000 gallons.

The total for water treatment application is **REVISED**. Replace with 3,815,200 gallons.

**REVISED** Section III – 1 Estimated Annual Quantities, page 61 of 89, is attached.

II. Section / Page: Section III – 2 Delivery Details / Page 66 of 89

**ADD** Mills College under East Bay region. Delivery to Mills Trefethen Aquatic Center, 5000 MacArthur Blvd, Oakland; frequency: weekly; typical delivery size 200-300 gallons.

III. Section / Page: Section III – 3 Participating Member Agency Contact List/ Page 73 of 89

ADD under East Bay region: MILLS COLLEGE, 5000 MacArthur Blvd, Oakland, CA 94613 Contact: Linda Zitzner, Izitzner@mills.edu, (510) 430-3356

#### **END OF ADDENDUM NO. 2**



#### UNIVAR USA INC. AUTHORIZED BID SIGNERS

#### RESOLUTION

RESOLVED, that the Corporate Secretary shall maintain a list of the agents of this Corporation who are vested with authority to execute in the Corporation's behalf formal, written bids or proposals for the sale of other disposition of products handled by the Corporation. Said list shall be as established initially by the Board of Directors and thereafter, the President, or a Vice President shall have the authority, by written directive to the Corporate Secretary, to add agents to or eliminate agents from said list, and it is further

RESOLVED, that the Corporate Secretary or any Assistant Secretary of the Corporation is authorized to certify this resolution or certify to the name or names of persons on the list maintained by the Corporate Secretary and such certificate will be conclusive evidence of the authority of such person or persons so to act.

#### END OF RESOLUTION

#### CERTIFICATION

I, the undersigned, as Corporate Secretary of Univar USA Inc. do hereby certify as follows:

- That the above resolution was duly adopted by the Board of Directors of said Corporation at a meeting duly held on December 4, 1986, and is in full force and effect.
- That the list of persons authorized to execute, for an on behalf of this Corporation, written bids or proposals for the sale or other disposition of products handled by this Corporation, as initially established by the Board of Directors and thereafter added to by the President, or a Vice President of this Corporation as follows:

All officers and the following:

Shawnasey McCarthy - Municipal Commercial Manager Victoria Meakim Municipal Specialist
Linda Campbell - Municipal Specialist
Sara Cauthen - Municipal Specialist
Roise Holiday - Municipal Specialist
Michele Karras - Municipal Specialist
Jennifer Perras - Municipal Specialist
Shelley Stevens - Municipal Specialist
Michael Crea - Municipal Specialist
Cameron Howl - Municipal Specialist

3. That the foregoing person is authorized to execute bids pursuant to the resolution above referred to.

Dated this 6th of april , 2018

Perry T. Kusakabe
Corporate Secretary

Univar USA Inc. 2256 Junction Ave. San Jose, CA 95131-1216 ATTACHMENT E

T 408-435-8700 F 408-435-1735 800-659-5908 www.univar.com

#### **GENERAL INFORMATION**

#### Regular Office Hours during which orders may be placed:

Monday - Friday

7:00 am - 5:00 pm (PST)

#### In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency – 24-hour response:

Nina Williamson -

(650) 241-5719 (cell)

Tom Mendenhall-

(650) 216-8821 (cell)

Brian Wills-

(650) 670-7267 (cell)

For Chemical Related Emergencies:

ChemTrec:

(800) 424-9300

#### Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone:

(800) 659-5908

Office Fax:

(408) 435-1735

Sonja Hammock - Customer Service

John Dinh -Dispatcher for packaged goods

Custsvc-sanjose@univarusa.com

John.dinh@univar.com

#### For anything pertaining to bids:

Please send all bid packets/documents to:

(Unless otherwise specified)

Univar USA Inc.

Attn: WER Muni Team

8201 S. 212th

Kent, WA 98032-1994

Contacts: muniteam-west@univar.com

Jennifer Perras

**Municipal Specialist** 

Phone: (253) 872-5000

Fax: (253) 872-5041

Roise Holiday Municipal Specialist

(253) 872-5000 (253) 872-5041

Roise.Holiday@univar.com

Municipal Specialist

(253) 872-5000 (253) 872-5041

Stacy Ziegler

Stacy.ziegler@univar.com

Jennifer.perras@univar.com Shawnasey McCarthy Municipal Business Manager

(253)872-5000 (253) 872-5041

Shawnasey.mccarthy@univar.com

#### Remittance Address:

#### **Standard Payment Terms:**

Univar USA Inc PO BOX 740896 LOS ANGELES, CA 90074-0896

Net 30



#### Univar USA Inc. Supplier Information Company Overview

Univar is a leading global distributor of industrial and specialty chemicals, with an extensive network of over 260 distribution facilities in North America, Europe, the Asia-Pacific region, and Latin America, and additional sales offices in Eastern Europe, the Middle East, and Africa.

We serve over 115,000 customers in more than 115 countries, representing nearly every major industry and a highly diverse set of end markets.

We source chemicals from more than 3,500 producers, including the premier global chemical manufacturers, and distribute more than 4,500 chemical products in over 110,000 stock keeping units.

In addition to our vast product offering, we provide important value-added services for our customers and suppliers, including:

- Product availability and inventory management
- Product specification and technical expertise
- Blending and mixing
- Repackaging and labeling
- Just-in-time delivery
- Vendor rationalization programs
- Waste management

Our scale, geographic reach, diversified distribution channels, industry expertise, and comprehensive product portfolio enable us to develop strong, long-term relationships with our suppliers and to provide a single-source solution for our customers.

As a world leader in chemical distribution, Univar is committed to being a responsible corporate citizen with a global focus on safety, health, the environment, and sustainability.



### Univar USA Inc. Delivery &Supply Assurance

In the event of an emergency situation such as a hurricane or other natural disaster, Univar's municipal water and wastewater accounts are given priority service over industrial customers.

Univar USA, Inc., has 124 locations across the US with thousands of trucks, 39 million gallons of bulk storage and over 10 million square feet of warehouse storage.

Our trucks are equipped with power and do not need electricity to deliver.

Our drivers are trained each year in spill control and containment, hazardous communication and modules of the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).



## Univar USA Inc. Quality Assurance Statement

Univar USA Inc. ("Univar") offers this statement in regards to those quality measures it takes to provide quality products to you, its customer.

- Univar provides products that meet the manufacturer's specifications.
- Univar retains packaging samples and quality-related documents in accordance with its record retention program, which specifically calls for the retention of FDA regulated samples, and quality-related documents for three (3) years and EP samples and qualityrelated documents for six (6) years.
- Under Univar's Management of Change process, Univar forwards notices from a product's manufacturer related to ingredients, changes in processing sites, and manufacturing processes in a timely manner.
- Univar has a formalized recall process and provides notice of any known recalls or other matters that come to its attention that may directly or indirectly impact a product.
- Univar's quality control, employee training, and Safety, Health & Environmental programs meet industry standards.
- Univar develops, and maintains operational plans to meet, all federal, state, and local laws, rules, and regulations related to the packaging, storing, and distribution of products.
- Univar has facilities in the U.S. that are ISO 9001:2008 registered, including Univar's corporate office.
- Univar's facilities that handle FDA regulated product meet FDA cGMP standards.
- Univar's computer systems maintain various security controls to ensure proper management of information.

For food grade and pharmaceutical grade products:

- Univar treats FDA products under cGMP standards.
- Univar maintains strict laboratory controls, including Out of Specification ("OOS").
- Univar has a formal complaint process for all FDA regulated products.
- Univar performs bi-annual audits on its food grade packaging facilities to ensure quality and safety.
- Univar FDA packaging facilities and processes meet 21 CRF Part 210.
- Univar packages, stores, and transports under cGMP standards.
- Univar provides a Certificate of Analysis ("COA") with each shipment.
- Univar performs stability testing on all FDA Univar-packaged products.
- Univar maintains master files and individual batch files for all lots of FDA Univarpackaged products allowing full traceability.
- Univar assigns unique lot numbers and sequential numbers to its FDA Univar-packaged products.

Univar USA Inc



**Mission Statement** 

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility.

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar USA Inc. is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business processes and its total quality process.

Statement of Core Values

- Safety: Safety is the first priority, the most important aspect of our work.
- Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.
- Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.
- Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.
- * Ethics: We treat every individual in our business and personal practices ethically with integrity and honesty.
- Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values.
   We coach, train, develop and empower employees to reach their full potential.

## EXHIBIT B: <u>Insurance Requirements</u> (Sodium Hypochlorite - Chemical Vendor)

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.
- 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.
- 4. **Environmental Impairment/Contractors' Pollution Legal Liability** with limits no less than **\$1,000,000** per occurrence or claim, to include liability for Groundwater contamination, Explosion, Sudden and Accidental and Environmental cleanup, etc.

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). Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

#### • Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as 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 endorsements limiting the Contractor's insurance coverage to sole negligence of the Named Insured.

#### • 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

o Attention: Risk Services

- o 425 N. El Dorado Street
- o 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.