

CITY OF STOCKTON  
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Evoqua Water Technologies LLC. ("Contractor") to provide hydrogen peroxide for purchase as set forth in Exhibit A to this Agreement.

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2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:  
Commences on: July 1, 2026                      Terminates on: June 30, 2031

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3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ \$1,297,100.00

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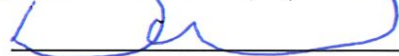
4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
  - (a) Exhibit A – Statement of Work
  - (b) Exhibit B – Insurance
  - (c) Exhibit C – General Terms and Conditions
  - (d) Exhibit D – Goods and Services Special Terms & Conditions
  - (e) Exhibit E – Compensation Schedule
  - (f) Exhibit F – Timeline
  - (g) Exhibit G – Discrimination and Harassment Policy (HR-15)
  - (h) Exhibit H – Bid Documents

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

**CONTRACTOR**

Evoqua Water Technologies LLC

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



03/18/2026

Authorized Signature

Date

David L Morano, Senior Manager Customer Service

Printed Name and Title of Person Signing

2650 Tallevast Road, Sarasota, FL 34243

Address

**CITY OF STOCKTON**

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci A. Arredondo, City Attorney

BY:

**EXHIBIT A**  
**STATEMENT OF WORK**

1 **Project Objectives.**

The objective of this project is for the supply and delivery of Hydrogen Peroxide to the City of Stockton Regional Wastewater Control Facility as outlined in the bid specifications incorporated herein by reference from Exhibit H.

2 **Project Scope.**

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

3 **Notices.**

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

|  |                               |
|--|-------------------------------|
| <b>Contractor:</b> Evoqua Water Technologies LLC | <b>City:</b> City of Stockton |
| Attn: David L. Morano                            | Attn: City Manager            |
| 2650 Tallevast Road                              | 425 N. El Dorado Street       |
| Sarasota, FL 34243                               | Stockton, CA 95202            |

**EXHIBIT B****INSURANCE REQUIREMENTS**  
(Chemical Hydrogen Peroxide)

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

### ***Self-Insured Retentions***

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

### **Other Insurance Provisions**

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
  2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City

of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
  5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

***Umbrella or Excess Policy***

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

called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

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

### ***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

**The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents, and subcontractors.

### ***Subcontractors***

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

### ***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be

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

***Special Risks or Circumstances***

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

**Certificate Holder Address**

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

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
425 N El Dorado Street  
Stockton, CA 95202

## EXHIBIT C

## GENERAL TERMS AND CONDITIONS

- 1 **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.
- 2 **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
- 3 **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
  - 3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review the invoice, and if acceptable make payment on approved invoice.
  - 3.2 Upon completion of work and acceptance by the City, Contractor shall have sixty (60) days in which to submit final invoice(s) for payment. An extension may be granted by the City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
- 4 **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
- 5 **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own

expense. The Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than the performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

- 6 **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.
- 7 **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with the City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, the City will not be responsible for paying any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
- 8 **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.
- 9 **Contractor's Status.**
  - 9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
  - 9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

#### 10 **Subcontractor.**

- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with the City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and will be bound by its terms. Contractor is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.
- 10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Subcontractors' personnel.

#### 11 **Termination.**

- 11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise

under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

- 12 **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.
- 13 **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney fees, and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.
- 14 **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.
- 15 **Notices.** All notices required herein shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.
- 16 **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
- 17 **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

- 18 **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
- 19 **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
- 20 **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investments that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

Pursuant to Government Code 1090, California Assembly Bill 334: Contractor or Consultants duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor or Consultants participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the contractor pursuant to this agreement.

- 21 **Waiver.** In the event either City or Contractor at any time waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
- 22 **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

- 23 **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
- 24 **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 25 **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.
- 26 **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- 27 **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

- 28 **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.
- 29 **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- 30 **Dispute Resolution; Attorney Fees.** Any dispute arising out of or relating to the terms and provisions of this Agreement shall be addressed in good faith by the parties. If a dispute cannot be resolved through informal negotiations, either party may pursue all remedies available under applicable law.

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred, including reasonable attorneys' fees.

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

32 **Entire Agreement, Integration, and Modification.**

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

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

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

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

## EXHIBIT D

## GOODS AND SERVICES TERMS AND CONDITIONS

- 1 **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:
  - 1.1 "Services" means, collectively, the services, duties, and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
  - 1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work, or thing delivered by one party to the other, including associated technical documentation. A deliverable can be a tangible or intangible part of the development process and often are specified functions or characteristics of the project.
- 2 **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.
  - 2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.
  - 2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both, shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project, but shall not weaken the character or intent of the GTC.
- 3 **Time for Performance.**
  - 3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.
  - 3.2 Timeliness of Performance
    - i) Contractor shall provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F.
    - ii) Neither Contractor nor Contractor's agents, employees, nor subcontractors are entitled to any damages from the City, nor is any party entitled to be

reimbursed by the City, for damages, charges, or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### 4 **Standard of Performance.**

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

- 4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractors shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration, or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.
- 4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall ensure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

#### 5 **Compensation.**

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

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

## 6 **Reports and Information.**

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

## 7 **Findings Confidential.**

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

## 8 **Right of Inspection.**

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

## 9 **Warranty.**

Contractor warrants that (i) any Deliverable created or performed by Contractor for City

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

#### 10 Ownership.

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

#### 11 Applicable Laws.

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

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

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

## 12 Prevailing Wage.

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

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

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

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

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

**13 Shipping Terms.**

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

**14 Deliveries.**

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

**15 Price and Quantities.**

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

**EXHIBIT E**

**COMPENSATION SCHEDULE**

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

**1 Project Price.**

1.1 The maximum the Contractor shall be paid on this Agreement is \$1,297,100.00 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

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

1.3 Annual cost adjustments may be made, as necessary, to increase or decrease the unit cost. Annual cost adjustments are allowed with written notice to the City. Annual price adjustments shall be based on the Producer’s Price Index (PPI), not seasonally adjusted, as published by the U.S. Department of Labor, for Industrial Chemicals (90%) and the Transportation & Warehousing (10%) for the indexes noted below. The baseline period shall be April and any price adjustments shall be effective July 1 of each year. There will be no price increase during the first year of the contract.

- Industrial Chemicals (Series ID: WPU061):  
[https://data.bls.gov/timeseries/WPU061?data\\_tool=Xgtable](https://data.bls.gov/timeseries/WPU061?data_tool=Xgtable)
- Transportation & Warehousing (Series ID: WPSFD422):  
<https://data.bls.gov/timeseries/WPUFD422&series%20id=WPSFD422>

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

| Item | Description             | Item Price    |
|------|-------------------------|---------------|
| 1    | Hydrogen Peroxide (50%) | \$2.49/gallon |

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

upon price listed in this Exhibit. Invoices shall be submitted to the address below:

City of Stockton Municipal Utilities Department  
Attention: Program Manager III - Wastewater  
2500 Navy Drive  
Stockton, CA 95206

Email: [MUDFinance@stocktonca.gov](mailto:MUDFinance@stocktonca.gov);  
[Kathryn.garcia@stocktonca.gov](mailto:Kathryn.garcia@stocktonca.gov)

**EXHIBIT F**

**TIMELINE**

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

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

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

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

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

## EXHIBIT G

## DISCRIMINATION AND HARASSMENT POLICY (HR-15)

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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| <b>Subject:</b>                             | <b>Directive No. HR-15</b>                    | <b>Page No. 1 of 14</b>  |
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PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

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

**II. POLICY**

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

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PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/03

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

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

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/04, 5/1/05, 1/1/08  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

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

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PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
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otherwise adversely affecting an employee's or non-employee's employment opportunities.

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

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

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

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

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

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

**D. Affordable Care Act (ACA) Anti-Retaliation**

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

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

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

**IV. REPORTING AND COMPLAINT PROCEDURES**

**A. Immediate Action Required**

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

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

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

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

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/04, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

**V. INVESTIGATION PROCEDURES**

**A. Determination of Responsibility for Investigation**

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

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

|   |  |  |
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|   | <b>Effective Date:<br/><br/>5/1/2015</b> | <b>Revised From:<br/>7/27/09<br/>4/6/09<br/>3/1/2010<br/>(see below)</b> |

PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 6/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

**B. Investigative Guidelines**

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

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

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

supervisors, about the harassment.

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

**VI. RESPONDING TO THE COMPLAINT**

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

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PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

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

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 6/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

**VII. DISCIPLINE**

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

**VIII. ALTERNATIVE REMEDIES**

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

**CITY OF STOCKTON, CALIFORNIA  
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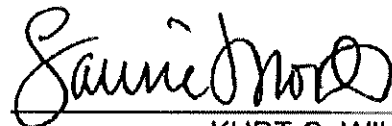
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/84, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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

**IX. COMMUNICATION OF POLICY**

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

APPROVED:



**KURT O. WILSON  
CITY MANAGER**

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**EXHIBIT H - BID DOCUMENTS**  
**INVITATION FOR SEALED BID**  
**PUR 26-020**

PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

## 4.0 BIDDER'S CHECKLIST

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE ONLY. THIS FORM IS NOT REQUIRED TO BE SUBMITTED WITH THE BID.**

Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES 17 to 24, along with any illustrations/brochures):

|   |   |
|---|---|
| W | 1. Attachment A - Bidder Contact Information - Cover Page*  |
| W | 2. Attachment B - Cost Table for Products (Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.) * |
| W | 3. Attachment C - Bidders Agreement*  |
| W | 4. Attachment D - Non-Collusion Affidavit - Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.   |
| W | 5. Attachment E – Nondiscrimination form  |
| W | 6. Attachment F – Conflict of Interest Disclosure – AB334   |
| W | 7. Attachment G - Sub-Contractor List*  |
| W | 8. Any Addendum Acknowledgements. Print and sign all Addendums on the City's website at <a href="http://www.stocktonca.gov/MUDbid">www.stocktonca.gov/MUDbid</a> listed under the PUR 26-020 and submit with the Bid response. *  |

Email bid to City Clerk's Office at [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov), or deliver bid on a USB drive to City Hall **THURSDAY, FEBRUARY 26, 2026 AT 2:00 PM(PST)**. The Bid shall be marked "Bid" and indicate PUR 26-020 PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT and the open date.

**CONTACT INFORMATION:**

|  |
|--|
| Information on Bid Process/Clarification/Technical Data                              |
| Rajvir Sahota, Procurement Specialist I  |
| (209) 937-8357   |
| e-mail: <a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a> |

\*If not completed as required, your bid may be voided.

\***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

\*THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR BID.

INVITATION FOR SEALED BID  
PUR 26-020

PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

**ATTACHMENT A - BIDDER CONTACT INFORMATION AND COVER PAGE**

|  |   |
|--|---|
| Business Name  | Evoqua Water Technologies LLC             |
| Contact Name   | David L. Morano                           |
| Address  | 2650 Tallevast Road<br>Sarasota, FL 34243 |
| Phone Number   | 941-359-7940                              |
| Email Address  | utiltiyservicesinbox@xylem.com            |
| Contractor License (if required)                             | 989497                                    |
| Department of Industrial Relations ID Number (if applicable) | 1000012718                                |

INVITATION FOR SEALED BID  
PUR 26-020

PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

**ATTACHMENT B - COST TABLE FOR PRODUCTS**

The bidder hereby agrees to furnish the materials listed below in accordance with the specifications and the foregoing Special Instructions for the amount quoted. Quantities stated herein are approximate - increases or decreases shall depend on City of Stockton requirements and are subject to City fiscal year appropriations.

| Quantity (gallons) | Description             | Unit Price (\$/gal) | Total         |
|--------------------|-------------------------|---------------------|---------------|
| 90,000             | Hydrogen Peroxide (50%) | \$2.49              | \$ 224,100.00 |

PRICE ADJUSTMENTS

Annual price adjustments shall be based on the Producer's Price Index (PPI), not seasonally adjusted, as published by the U.S. Department of Labor, for Industrial Chemicals (90%) and the Transportation & Warehousing (10%) for the indexes noted below. The baseline period shall be April and any price adjustments shall be effective July 1 of each year. There will not be a price increase within the first year of the contract.

- Industrial Chemicals (Series ID: WPU061):  
[https://data.bls.gov/timeseries/WPU061?data\\_tool=Xgtable](https://data.bls.gov/timeseries/WPU061?data_tool=Xgtable)
- Transportation & Warehousing (Series ID: WPSFD422):  
<https://data.bls.gov/timeseries/WPUFD422&series%20id=WPSFD422>

This contract shall be awarded to one supplier on the basis of the above total bid after the appropriate price adjustment costs have been applied over the term of this contract.

Evoqua Water Technologies LLC

FIRM

SIGNED BY David L. Morano

03/11/2026

DATE

2650 Tallevast Rd., Sarasota, FL 34243

ADDRESS

Sr. Manager Customer Service

TITLE OR AGENCY

( 941 ) 359-7940

TELEPHONE

NOTE: Bidders are to mark their sealed bids to clearly indicate the content as:

**HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT  
PUR 26-020  
February 26, 2026**

**IF YOU DO NOT WISH TO BID, PLEASE RETURN YOUR BID IMMEDIATELY, STATING THE REASON.**

INVITATION FOR SEALED BID  
PUR 26-020

PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

**ATTACHMENT C - BIDDER'S AGREEMENT**

In submitting this bid, as herein described, the bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of the same.
2. They have reviewed and understand all clarifications/questions/answers on the City's website at [www.stocktonca.gov/mudbid](http://www.stocktonca.gov/mudbid)
3. They will enter into a written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid.
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or, if specified, to the alternate point of delivery shown in the specifications.
5. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate, or partnership. Must be "A Jurat" notarization.

Evoqua Water Technologies LLC

FIRM



SIGNED BY David L. Morano

[utilityservicesinbox@xylem.com](mailto:utilityservicesinbox@xylem.com)

E-MAIL ADDRESS

2650 Tallevast Rd., Sarasota, FL 34243

ADDRESS

Sr. Manager Customer Service

TITLE OR AGENCY

**NOTE:** Bids are invalid that are unsigned or not accompanied by **\$0.00** bid deposit or a bidder's bond. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be emailed or delivered on a USB drive to:

[city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov)

or

City Hall, City Clerk's Office (1st floor),  
425 North El Dorado Street,  
Stockton, CA 95202

On or before **2:00 P.M.(PST) FEBRUARY 26, 2026**, and publicly opened immediately thereafter in the City Council Chambers.

INVITATION FOR SEALED BID  
PUR 26-020

EXHIBIT 2

PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

ATTACHMENT D - NON-COLLUSION

No. 1

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of \_\_\_\_\_ )  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

No. 2

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF ~~CALIFORNIA~~, Florida \_\_\_\_\_)ss.

County of Manatee \_\_\_\_\_ )  
(insert)

David L. Morano \_\_\_\_\_ being first duly sworn, deposes and says:  
That

they are the Sr. Manager Customer Service of Evoqua Water Technologies LLC a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

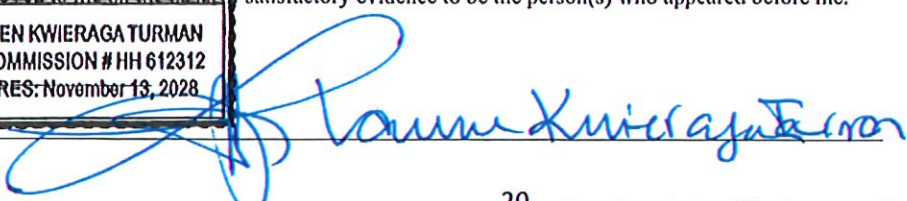
  
\_\_\_\_\_  
(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this 11th day of March, 2026

by personally \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature \_\_\_\_\_



INVITATION FOR SEALED BID  
PUR 26-020

EXHIBIT 2

PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of \_\_\_\_\_)  
(Insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners,

are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

INVITATION FOR SEALED BID  
PUR 26-020

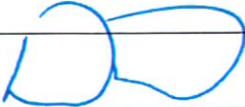
PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

**ATTACHMENT E - CERTIFICATE OF NONDISCRIMINATION**

In accordance with the City of Stockton SMC §3.72.010 and §3.72.020, each bidder shall enclose a certificate stating whether the bidder is currently in compliance with all Federal and State of California laws covering nondiscrimination in employment, and that the bidder will pursue an affirmative course of action as required by affirmative action guidelines as set forth in Section 3.72.010 and resolutions adopted pursuant thereto, and that if awarded the contract bidder will not discriminate in the employment of any person under the contract because of race, color, national origin, ancestry, sex or religion, and that bidder will participate, if request, in pre-award review of bidder's qualifications under provisions of this section.

The undersigned hereby certifies that:

- The Bidder is in compliance with all Federal and State of California laws covering nondiscrimination in employment.
- By signing below, the bidder certifies that they are authorized by the company named below to respond to this request.

|   |   |
|---|---|
| SIGNATURE OF AUTHORIZED SIGNATORY:            |  |
| PRINT NAME AND TITLE OF AUTHORIZED SIGNATORY: | David L. Morano, Sr. Manager Customer Service                                       |
| DATE:   | 03/11/2026  |

INVITATION FOR SEALED BID  
PUR 26-020

PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

**ATTACHMENT F - CONFLICT OF INTEREST DISCLOSURE - AB334**

**Disclosure**

Pursuant to **California Assembly Bill 334**, the Proposer/Contractor must disclose any financial interest that may create an actual or potential conflict of interest, or the appearance of a conflict, in connection with this solicitation or any resulting agreement.

**No Conflict of Interest**

The Proposer/Contractor certifies that it, and its officers, directors, partners, employees, and subcontractors, have **no financial interest** that would result in a conflict of interest related to this solicitation or contract.

**Conflict of Interest Disclosed**

The Proposer/Contractor discloses the following actual or potential conflict(s) (attach additional pages if necessary):


Individual(s) Involved: \_\_\_\_\_

Nature of Financial Interest: \_\_\_\_\_

Relationship to Solicitation/Contract: \_\_\_\_\_

**Certification**

I certify under penalty of perjury under the laws of the State of California that the information provided above is **true and complete**. I acknowledge that failure to disclose a conflict of interest may result in disqualification, contract termination, or other remedies available to the City. The duty to disclose is **ongoing** throughout the solicitation and contract term.

|   |   |
|---|---|
| COMPANY/BUSINESS NAME:                        | Evoqua Water Technologies LLC   |
| SIGNATURE OF AUTHORIZED SIGNATORY:            |  |
| PRINT NAME AND TITLE OF AUTHORIZED SIGNATORY: | David L. Morano, Sr. Manager Customer Service                                       |
| DATE:   | 03/11/2026  |

INVITATION FOR SEALED BID  
PUR 26-020


PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT

**ATTACHMENT G - SUBCONTRACTOR LIST**

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall provide the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

**PRINT LEGIBLY OR TYPE**

| BUSINESS NAME/ADDRESS                         | CONTACT | PHONE NUMBER  | LICENSE NUMBER & LICENSE CLASSIFICATION | TYPE OF WORK | AMOUNT |
|---|---------|---|---|--------------|--------|
| None  |         |   |   |              |        |
|   |         |   |   |              |        |
|   |         |   |   |              |        |
|   |         |   |   |              |        |
|   |         |   |   |              |        |
|   |         |   |   |              |        |
|   |         |   |   |              |        |
| SIGNATURE OF AUTHORIZED SIGNATORY:            |         |  |   |              |        |
| PRINT NAME AND TITLE OF AUTHORIZED SIGNATORY: |         |   |   |              |        |
| DATE:   |         |   |   |              |        |
|   |         | David L. Morano, Sr. Manager Customer Service                                       |   |              |        |
|   |         | 03/11/2026  |   |              |        |

**INVITATION FOR SEALED BID (IFB)  
PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT  
FOR THE CITY OF STOCKTON, CALIFORNIA  
PUR 26-020**

ADDENDUM No. 1DATE: February 12, 2026

To All Potential Bidders:

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's bid is submitted with full knowledge of all modifications and supplemental data specified herein.

**ADDENDUM NUMBER:****1. QUESTIONS AND ANSWERS. THE CITY'S RESPONSES TO QUESTIONS SUBMITTED ARE IN BLUE****Questions & Answers**

1. Who is the current supplier and what is the current price the City is paying for Hydrogen Peroxide?

*The current contract was awarded at the 8/20/2019 Council meeting and the contract is available as an attachment on the City's website.*

2. Would you please confirm the delivery volume?

*Please see Attachment B for the estimated annual quantity. The MUD facility has two 10,000-gallon tanks for Hydrogen Peroxide storage.*

3. Will there be split deliveries? If so, can you please provide a list of other locations?

*No, there are no split deliveries.*

4. Are you wanting a Certified COA with the bid or only with deliveries?

*The COA is required with each delivery.*

5. What is the approximate delivery load size?

*Each delivery is approximately 4,000 gallons per load. It depends on your delivery*

truck size.

6. When do you foresee the contract start date to be?

July 1, 2026 or as soon as the contract is executed thereafter.

7. What is the anticipated start date of supply for the winning bidder?

July 1, 2026 or as soon as the contract is executed thereafter.

8. Given the inherent market volatility of chemical production and transportation costs, could the City provide the rationale for a five-year fixed term without renewal options?

No.

9. Would the City be open to a shorter primary term (e.g. 2 years) with three 1-year optional extensions? This structure often allows for more competitive initial pricing by reducing the long-term risk premium.

No.

10. If the City maintains the 5-year term, will there be a provision for price redetermination or an escalation/de-escalation clause based on a verifiable index (e.g., PPI or Freight Index)?

See Section 2.6 of the bid specifications

**BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:**

Company Name Evoqua Water Technologies LLC

Contact Person David L. Morano

Signature 

Date 03/11/2026

**Bids Due** – Promptly by 2:00 P.M.(PST), Thursday, February 26, 2026 at [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov)

-----City of Stockton Use Only below this line-----

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Addendum acknowledged and signed? \_\_\_(Procurement Specialist's initials)

INVITATION FOR SEALED BID (IFB)  
PURCHASE OF HYDROGEN PEROXIDE (50%) FOR WASTEWATER TREATMENT  
FOR THE CITY OF STOCKTON, CALIFORNIA  
PUR 26-020

ADDENDUM No. 2

DATE: February 12, 2026

To All Potential Bidders:

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's bid is submitted with full knowledge of all modifications and supplemental data specified herein.

**ADDENDUM NUMBER:**

1. **CHANGES AND CLARIFICATION: THE CITY'S RESPONSES TO QUESTIONS SUBMITTED ARE IN BLUE**

**Solicitation Changes**

1. The current Opening Date on BID package states Thursday, February 26, 2026, 2:00 PM (PST).

**The Bid Opening Date has changed to Thursday, March 12, 2026, 2:00 PM (PST). All bids must be electronically submitted to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov) or on a USB drive delivered to the office of the city clerk, City hall, 425 North El Dorado Street, Stockton CA 95202, no later than Thursday, March 12, 2026, 2:00 PM (PST).**

**BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:**

Company Name Evoqua Water Technologies LLC

Contact Person David L. Morano

Signature 

Date 03/11/2026

**Bids Due** – Promptly by 2:00 P.M.(PST) Thursday, March 12, 2026 at [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov)

-----City of Stockton Use Only below this line-----

Addendum acknowledged and signed? \_\_\_\_\_(Procurement Specialist's Initials)



## HYDROGEN PEROXIDE 50% SOLUTION FOR ODOR AND CORROSION CONTROL

Hydrogen Peroxide 50% is a strong oxidizer effective at controlling odor-causing sulfides and related oxidizable compounds in municipal and industrial wastewater systems.

During treatment, it decomposes to oxygen and water, thereby adding dissolved oxygen to the system which reduces Biological Oxygen Demand (BOD).

### TYPICAL PHYSICAL PROPERTIES

|                     |                     |
|---------------------|---------------------|
| Specific gravity    | 1.12 at 20°C        |
| Density             | 9.98 lb/gal at 20°C |
| Boiling Point       | 237°F (114°C)       |
| Freezing Point      | -62°F (-52°C)       |
| pH, Apparent        | 1.0 - 3.0           |
| Color               | Clear, colorless    |
| Solubility in Water | Complete            |

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

### Typical Application

- Lift stations/wetwells
- Gravity mains <2 hours
- Force mains/Pressure mains <2 hours
- Wastewater treatment plants
- Solids processing
- Septage and leachate
- Ponds to lagoons

### Typical Feed Requirements

It is typically applied to a wastewater system where there is a retention time of less than two hours and at least 15-30 minutes prior to the point where the hydrogen sulfide is released. From a carefully selected point(s), the downstream odors can be mitigated.

Typically application rates are 1-3 pounds of H<sub>2</sub>O<sub>2</sub> (100%) per pound of sulfide.

For additional treatment information, including hydrogen sulfide testing and dosage specific to your application, please contact your Evoqua Water Technologies representative.

### Chemical Storage and Feed Packages

Evoqua Water Technologies offers chemical storage and feed packages tailored to the odor control program. These systems can range from simple, single pump configurations to fully automated, dose-to-demand systems utilizing our VersaDose® controller. Advanced control may provide cost savings in dosage and improved performance.

### Storage and Handling

Store in a cool, dry, well-ventilated place away from heat, cold sources of ignition, oxidizable materials, strong alkalis, organic materials, and acids. Storage containers for Hydrogen Peroxide 50% must be vented and made of compatible plastics, 304L or 316L stainless steel, or high purity aluminum. Avoid storage on wood floors or pallets.

Hydrogen Peroxide 50% is an oxidizer and a corrosive. Wear appropriate protective clothing. Avoid prolonged contact with skin and clothing. Avoid breathing vapors. After handling, always wash hands and clothing thoroughly with soap and water. Do not allow spills to dry, wash with large quantities of water. Drying on clothing or other combustible materials may cause fire.

Can be stored outdoors in ambient conditions. Follow all local, state and federal regulations for storage. Do not dump on the ground or release into any body of water. All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations.

See Material Safety Data Sheet for additional safety and handling information.

### Packaging

Hydrogen Peroxide 50% solution is normally shipped in 4,000 gallon bulk tanker loads. Mini bulk deliveries (<2,000 gallons) are available in many parts of the country. For further information, please contact your Evoqua Water Technologies representative. For reorders and customer service, call 1.800.345.3982.



210 Sixth Avenue, Suite 3300, Pittsburgh, PA 15222

+1 (866) 926-8420 (toll-free)

+1 (978) 614-7233 (toll)

[www.evoqua.com](http://www.evoqua.com)

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Subject to change without notice

MS-HYDPERX50-DS-0717

# Hydrogen Peroxide 50%

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations  
Issue date: 06/15/2007      Revision date: 11/15/2024      Supersedes: 12/30/2021      Version: 4.0

### SECTION 1: Identification

#### 1.1. Identification

Product form : Mixture  
Product name : Hydrogen Peroxide 50%

#### 1.2. Recommended use and restrictions on use

Recommended use : Water treatment chemicals  
Restrictions on use : None known

#### 1.3. Supplier

Xylem, Inc.  
2650 Tallevast Road  
Sarasota, FL 34243  
T 724-772-0044  
[utilityservicesinbox@xylem.com](mailto:utilityservicesinbox@xylem.com)

#### 1.4. Emergency telephone number

US, US territories, and Canada : +1-800-255-3924  
International : +1-813-248-0585  
Contract number : MIS2989300

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS US classification

|  |      |   |
|--|------|---|
| Oxidizing liquids Category 2   | H272 | May intensify fire; oxidizer            |
| Acute toxicity (oral) Category 4   | H302 | Harmful if swallowed                    |
| Acute toxicity (inhalation:dust,mist) Category 4   | H332 | Harmful if inhaled                      |
| Skin corrosion/irritation Category 1B  | H314 | Causes severe skin burns and eye damage |
| Serious eye damage/eye irritation Category 1   | H318 | Causes serious eye damage               |
| Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation | H335 | May cause respiratory irritation        |

Full text of H statements : see section 16

#### 2.2. GHS Label elements, including precautionary statements

##### GHS US labelling

Hazard pictograms (GHS US) :



Signal word (GHS US) :

Danger

Hazard statements (GHS US) :

H272 - May intensify fire; oxidizer  
H302+H332 - Harmful if swallowed or if inhaled  
H314 - Causes severe skin burns and eye damage  
H318 - Causes serious eye damage  
H335 - May cause respiratory irritation

Precautionary statements (GHS US) :

P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.  
P220 - Keep/Store away from clothing and other combustible materials  
P221 - Take any precaution to avoid mixing with combustibles  
P260 - Do not breathe dust/fume/gas/mist/vapors/spray.  
P261 - Avoid breathing dust/fume/gas/mist/vapors/spray.  
P264 - Wash hands, forearms and face thoroughly after handling.  
P270 - Do not eat, drink or smoke when using this product.  
P271 - Use only outdoors or in a well-ventilated area.  
P280 - Wear protective gloves/protective clothing/eye protection/face protection.  
P301+P312 - If swallowed: Call a poison center or doctor if you feel unwell.  
P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting.  
P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.  
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing.  
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove

# Hydrogen Peroxide 50%

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

contact lenses, if present and easy to do. Continue rinsing.  
 P310 - Immediately call a poison center or doctor.  
 P312 - Call a poison center or doctor if you feel unwell.  
 P321 - Specific treatment (see supplemental first aid instruction on this label).  
 P330 - Rinse mouth.  
 P363 - Wash contaminated clothing before reuse.  
 P370+P378 - In case of fire: Use media other than water to extinguish.  
 P403+P233 - Store in a well-ventilated place. Keep container tightly closed.  
 P405 - Store locked up.  
 P501 - Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.

### 2.3. Other hazards which do not result in classification

No additional information available.

### 2.4. Unknown acute toxicity (GHS US)

Not applicable

## SECTION 3: Composition/Information on ingredients

### 3.1. Substances

Not applicable

### 3.2. Mixtures

| Name              | Product Identifier  | %  | GHS US classification  |
|-------------------|---------------------|----|--|
| Hydrogen peroxide | (CAS No.) 7722-84-1 | 50 | Ox. Liq. 1, H271<br>Acute Tox. 4 (Oral), H302<br>Acute Tox. 4<br>(Inhalation;dust,mist), H332<br>Skin Corr. 1B, H314 |

Full text of hazard classes and H-statements : see section 16

## SECTION 4: First-aid measures

### 4.1. Description of first aid measures

First-aid measures general : Call a physician immediately.

First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Call a poison center/doctor/physician if you feel unwell.

First-aid measures after skin contact : Rinse. Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further treatment advice.

First-aid measures after eye contact : Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing. Seek immediate medical attention/advice.

First-aid measures after ingestion : Rinse mouth. Do not induce vomiting. If conscious, give 2 glasses of water. Call a physician immediately.

### 4.2. Most important symptoms and effects (acute and delayed)

Symptoms/effects after inhalation : May cause respiratory irritation. Pulmonary edema. Possible inflammation of the respiratory tract.

Symptoms/effects after skin contact : Burns. Blisters. Necrosis.

Symptoms/effects after eye contact : Serious damage to eyes.

Symptoms/effects after ingestion : Oxygen rapid release may cause stomach swelling and hemorrhaging, which may produce major or even fatal injury to organs.

### 4.3. Immediate medical attention and special treatment, if necessary

Hydrogen peroxide at these concentrations is a strong oxidant. Direct contact with the eye is likely to cause corneal damage especially if not washed immediately. Careful ophthalmologic evaluation is recommended, and the possibility of local corticosteroid therapy should be considered. Because of the likelihood of corrosive effects on the gastrointestinal tract after ingestion, and the unlikelihood of systematic effects, attempts at evacuating the stomach via emesis induction or gastric lavage should be avoided. There is a remote possibility that a nasogastric or orogastric tube may be required for the reductions of severe distension due to gas formation.

## SECTION 5: Fire-fighting measures

### 5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Water spray.

Unsuitable extinguishing media : dry chemical powder. Foam. Carbon dioxide (CO2).

### 5.2. Specific hazards arising from the chemical

Fire hazard : May cause fire or explosion; strong oxidizer.

# Hydrogen Peroxide 50%

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Hazardous decomposition products in case of fire : Toxic fumes may be released.

### 5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Use water spray to cool fire exposed surfaces and protect personnel. Move containers from fire area if you can do it without risk. In case of major fire and large quantities: Evacuate area.

Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

#### 6.1.1. For non-emergency personnel

Emergency procedures : Isolate and post spill area. Keep people away from and upwind of spill/leak. Eliminate all sources of ignition and remove combustible materials. Avoid contact with skin, eyes and clothing.

#### 6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

### 6.2. Environmental precautions

Avoid release to the environment. Do not allow to enter drains or water courses.

### 6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Dike to collect larger spills. Stop leak and contain spill if this can be done safely. Flush area with flooding quantities of water. Hydrogen peroxide may be decomposed by adding sodium metabisulfite or sodium sulfite after diluting to about 5%.

Other information : Combustible materials exposed to hydrogen peroxide should be immediately submerged in or rinsed with large amounts of water to ensure that all hydrogen peroxide is removed. Residual hydrogen peroxide that is allowed to dry on organic materials such as paper, fabrics, cotton, leather, wood, or other combustibles can cause the material to ignite.

### 6.4. Reference to other sections

For further information refer to section 13.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Wear personal protective equipment. Use only outdoors or in a well-ventilated area. Avoid contact with skin and eyes. Do not breathe dust/fume/gas/mist/vapors/spray. Never return unused hydrogen peroxide to original container. Empty drums should be triple rinsed with water before discarding. Utensils used for handling hydrogen peroxide should only be made of glass, stainless steel, aluminum, or plastic. Pipes and equipment should be passivated before first use.

Hygiene measures : Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store out of direct sunlight and away from combustibles. Use only outdoors or in a well-ventilated area. Containers should be visually inspected on a regular basis to detect any abnormalities. Store only in vented original containers. Store rooms or warehouses should be made of non-combustible materials with impermeable floors. In case of release, spillage should flow to safe area.

Incompatible materials : Combustible materials.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

#### Hydrogen Peroxide 50%

No additional information available.

#### Hydrogen peroxide (7722-84-1)

#### USA - ACGIH - Occupational Exposure Limits

ACGIH TWA (ppm)

1 ppm

ACGIH chemical category

Confirmed Animal Carcinogen with Unknown Relevance to Humans

#### USA - OSHA - Occupational Exposure Limits

OSHA PEL (TWA) (mg/m<sup>3</sup>)

1.4 mg/m<sup>3</sup>

# Hydrogen Peroxide 50%

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

OSHA PEL (TWA) (ppm)

1 ppm

### Water (7732-18-5)

No additional information available.

### 8.2. Appropriate engineering controls

Appropriate engineering controls : Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

### 8.3. Individual protection measures/Personal protective equipment

#### Hand protection:

For hand protection, wear approved gloves made of nitrile, PVC, or neoprene. DO NOT use cotton, wool or leather for these materials react RAPIDLY with higher concentrations of hydrogen peroxide. Thoroughly rinse the outside of gloves with water prior to removal. Inspect regularly for leaks.

#### Eye protection:

Use chemical splash-type monogoggles and a full-face shield made of polycarbonate, acetate, polycarbonate/acetate, PETG or thermoplastic.

#### Skin and body protection:

For body protection wear impervious clothing such as an approved splash protective suit made of SBR rubber, PVC (PVC Outershell w/Polyester Substrate), Gore-Tex (Polyester trilaminate w/Gore-Tex), or a specialized HAZMAT Splash or Protective Suite (Level A, B, or C). For foot protection, wear approved boots made of NBR, PVC, Polyurethane, or neoprene. Overboots made of Latex or PVC, as well as firefighter boots or specialized HAZMAT boots are also permitted. DO NOT wear any form of boot or overboot made of nylon or nylon blends. DO NOT USE cotton, wool or leather as these materials react rapidly with higher concentrations of hydrogen peroxide. Completely submerge hydrogen peroxide contaminated clothing or other materials in water prior to drying. Residual hydrogen peroxide, if allowed to dry on materials such as paper, fabrics, cotton, leather, wood or other combustibles, can cause the material to ignite and result in a fire.

#### Respiratory protection:

If concentrations in excess of 10 ppm are expected, use NIOSH/DHHS approved self-contained breathing apparatus (SCBA) or other approved air-supplied respirator (ASR) equipment (e.g. a full-face airline respirator (ALR)). DO NOT use any form of air-purifying respirator (APR) or filtering facepiece (dust mask), especially those containing oxidizable sorbants such as activated carbon.

## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

|   |                      |
|---|----------------------|
| Physical state                                  | : liquid             |
| Appearance                                      | : liquid             |
| Color   | : clear              |
| Odor  | : pungent            |
| Odor threshold                                  | : Not applicable     |
| pH  | : No data available. |
| pH solution                                     | : ≤ 3                |
| Melting point                                   | : Not applicable     |
| Freezing point                                  | : -52°C              |
| Boiling point                                   | : 114°C              |
| Flash point                                     | : No data available. |
| Relative evaporation rate (butyl acetate=1)     | : > 1                |
| Flammability (solid, gas)                       | : Not applicable     |
| Vapor pressure                                  | : 18 mm Hg @ 30°C    |
| Relative vapor density at 20 °C                 | : No data available. |
| Relative density                                | : 1.2 @ 20°C         |
| Solubility                                      | : Soluble.           |
| Partition coefficient n-octanol/water (Log Kow) | : -1.5 @ 20°C        |
| Auto-ignition temperature                       | : No data available. |
| Decomposition temperature                       | : 100 °C             |
| Viscosity, kinematic                            | : No data available. |

# Hydrogen Peroxide 50%

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|                      |                      |
|----------------------|----------------------|
| Viscosity, dynamic   | : 1.17 cP @ 20°C     |
| Explosion limits     | : No data available. |
| Explosive properties | : No data available. |
| Oxidizing properties | : No data available. |

### 9.2. Other information

No data available.

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

May cause fire or explosion; strong oxidizer. May intensify fire; oxidizer.

### 10.2. Chemical stability

Stable under normal conditions. May decompose at high temperature.

### 10.3. Possibility of hazardous reactions

Contact with organic substances may cause fire or explosion. Contact with metals, metallic ions, alkalis, reducing agents and organic matter (such as alcohols or terpenes) may produce self-accelerated thermal decomposition.

### 10.4. Conditions to avoid

Avoid contact with hot surfaces. Heat. No flames, no sparks. Eliminate all sources of ignition. UV Radiation. pH variations.

### 10.5. Incompatible materials

Combustible materials. Copper alloys, galvanized iron. Strong reducing agents. Heavy metals. Iron. Copper alloys. Contact with metals, metallic ions, alkalis, reducing agents and organic matter (such as alcohols or terpenes) may produce self-accelerated thermal decomposition.

### 10.6. Hazardous decomposition products

Oxygen.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

|                             |                         |
|-----------------------------|-------------------------|
| Acute toxicity (oral)       | : Harmful if swallowed. |
| Acute toxicity (dermal)     | : Not classified.       |
| Acute toxicity (inhalation) | : Harmful if inhaled.   |

|                                      |   |
|--------------------------------------|---|
| ATE US (oral)                        | 1000 mg/kg body weight                      |
| ATE US (dust, mist)                  | 3 mg/l/4h                                   |
| <b>Hydrogen peroxide (7722-84-1)</b> |   |
| LD50 oral rat                        | 1518 mg/kg                                  |
| LD50 dermal rabbit                   | 9200 mg/kg                                  |
| LC50 Inhalation - Rat                | 2000 mg/m <sup>3</sup> (Exposure time: 4 h) |
| ATE US (oral)                        | 500 mg/kg body weight                       |
| ATE US (dust, mist)                  | 1.5 mg/l/4h                                 |

|                                   |                              |
|-----------------------------------|------------------------------|
| Skin corrosion/irritation         | : Causes severe skin burns.  |
| Serious eye damage/irritation     | : Causes serious eye damage. |
| Respiratory or skin sensitization | : Not classified.            |
| Germ cell mutagenicity            | : Not classified.            |
| Carcinogenicity                   | : Not classified.            |

### Hydrogen peroxide (7722-84-1)

|            |                      |
|------------|----------------------|
| IARC group | 3 - Not classifiable |
|------------|----------------------|

|                        |                                     |
|------------------------|-------------------------------------|
| Reproductive toxicity  | : Not classified.                   |
| STOT-single exposure   | : May cause respiratory irritation. |
| STOT-repeated exposure | : Not classified.                   |
| Aspiration hazard      | : Not classified.                   |

# Hydrogen Peroxide 50%

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- Symptoms/effects after inhalation : May cause respiratory irritation. Pulmonary edema. Possible inflammation of the respiratory tract.
- Symptoms/effects after skin contact : Burns. Blisters. Necrosis.
- Symptoms/effects after eye contact : Serious damage to eyes.
- Symptoms/effects after ingestion : Oxygen rapid release may cause stomach swelling and hemorrhaging, which may produce major or even fatal injury to organs.

### SECTION 12: Ecological information

#### 12.1. Toxicity

- Ecology - general : Hydrogen peroxide is naturally produced by sunlight (between 0.1 and 4 ppb in air and 0.00 to 0.1 mg/L in water). Not expected to have significant environmental effects.

#### Hydrogen peroxide (7722-84-1)

|                |  |
|----------------|--|
| LC50 fish 1    | 16.4 mg/l (Exposure time: 96 h - Species: Pimephales promelas)             |
| EC50 Daphnia 1 | 18 – 32 mg/l (Exposure time: 48 h - Species: Daphnia magna (Static))       |
| LC50 fish 2    | 18 – 56 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus (static)) |

#### 12.2. Persistence and degradability

Hydrogen peroxide in the aquatic environment is subject to various reduction or oxidation processes and decomposes from 8 hours to 20 days, in air from 10-20 hours, and in soils from minutes to hours depending upon microbiological activity and metal contamination.

#### 12.3. Bioaccumulative potential

Material may have some potential to bioaccumulate but will likely degrade in most environments before accumulation can occur.

#### Hydrogen Peroxide 50%

Partition coefficient n-octanol/water (Log Kow) : -1.5 @ 20°C

#### Hydrogen peroxide (7722-84-1)

BCF fish 1 : (no bioaccumulation)

#### 12.4. Mobility in soil

Will likely be mobile in the environment due to its water solubility but will likely degrade over time.

#### 12.5. Other adverse effects

Decomposes into oxygen and water. No adverse effects.

### SECTION 13: Disposal considerations

#### 13.1. Disposal methods

- Regional legislation (waste) : US EPA Waste Number: D001 D003.
- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.

### SECTION 14: Transport information

#### Department of Transportation (DOT)

- Transport document description : UN2014 Hydrogen peroxide, aqueous solutions, 5.1 (8), II
- UN-No.(DOT) : UN2014
- Proper Shipping Name (DOT) : Hydrogen peroxide, aqueous solutions
- Class (DOT) : 5.1 - Class 5.1 - Oxidizer 49 CFR 173.128
- Packing group (DOT) : II - Medium Danger
- Subsidiary risk (DOT) : 8 - Class 8 - Corrosive material 49 CFR 173.136
- Hazard labels (DOT) : 5.1 - Oxidizer  
8 - Corrosive



- DOT Packaging Non Bulk (49 CFR 173.xxx) : 202
- DOT Packaging Bulk (49 CFR 173.xxx) : 243

# Hydrogen Peroxide 50%

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|  |   |
|--|---|
| DOT Special Provisions (49 CFR 172.102)                          | <p>: A2 - Single packaging are not permitted on aircraft.</p> <p>A3 - For combination packaging, if glass inner packaging (including ampoules) are used, they must be packed with absorbent material in tightly closed metal receptacles before packing in outer packaging.</p> <p>A6 - For combination packaging, if plastic inner packaging are used, they must be packed in tightly closed metal receptacles before packing in outer packaging.</p> <p>B53 - Packaging must be made of either aluminum or steel.</p> <p>IB2 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized.</p> <p>IP5 - IBCs must have a device to allow venting. The inlet to the venting device must be located in the vapor space of the IBC under maximum filling conditions.</p> <p>T7 - 4 178.274(d)(2) Normal..... 178.275(d)(3)</p> <p>TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: <math>t_r</math> is the maximum mean bulk temperature during transport, <math>t_f</math> is the temperature in degrees celsius of the liquid during filling, and <math>\alpha</math> is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (<math>t_f</math>) and the maximum mean bulk temperature during transportation (<math>t_r</math>) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: <math>d_{15}</math> and <math>d_{50}</math> are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively.</p> <p>TP6 - The tank must be equipped with a pressure release device which prevent a tank from bursting under fire engulfment conditions (the conditions prescribed in CGA pamphlet S1.2 (see 171.7 of this subchapter) or alternative conditions approved by the Associate Administrator may be used to consider the fire engulfment condition), taking into account the properties of the hazardous material to be transported.</p> <p>TP24 - The portable tank may be fitted with a device to prevent the build up of excess pressure due to the slow decomposition of the hazardous material being transported. The device must be in the vapor space when the tank is filled under maximum filling conditions. This device must also prevent an unacceptable amount of leakage of liquid in the case of overturning.</p> <p>TP37 - IM portable tanks are only authorized for the shipment of hydrogen peroxide solutions in water containing 72% or less hydrogen peroxide by weight. Pressure relief devices shall be designed to prevent the entry of foreign matter, the leakage of liquid and the development of any dangerous excess pressure. In addition, the portable tank must be designed so that internal surfaces may be effectively cleaned and passivated. Each tank must be equipped with pressure relief devices conforming to the following requirements: Total Concentration of hydrogen peroxide solution \1\ 52% or less \1 Over 52%, but not greater than 60%\2 Over 60%, but not greater than 72%\32 \1\ Total venting capacity in standard cubic feet hour (S.C.F.H.) per pound of hydrogen peroxide solution.</p> |
| DOT Packaging Exceptions (49 CFR 173.xxx)                        | : None  |
| DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) | : 1 L   |
| DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75)     | : 5 L   |
| DOT Vessel Stowage Location                                      | : D - The material must be stowed "on deck only" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers or one passenger per each 3 m of overall vessel length, but the material is prohibited on passenger vessels in which the limiting number of passengers is exceeded.   |
| DOT Vessel Stowage Other   | : 25 - Protected from sources of heat,66 - Stow "separated from" flammable solids,75 - Stow "separated from" permanganates  |
| Emergency Response Guide (ERG) Number                            | : 140   |
| Other information  | : No supplementary information available.   |
| <b>Transport by sea</b>  |   |
| Transport document description (IMDG)                            | : UN 2014 HYDROGEN PEROXIDE, AQUEOUS SOLUTION, 5.1 (8), II  |
| UN-No. (IMDG)  | : 2014  |
| Proper Shipping Name (IMDG)                                      | : HYDROGEN PEROXIDE, AQUEOUS SOLUTION   |
| Class (IMDG)   | : 5.1 - Oxidizing substances  |
| Packing group (IMDG)   | : II - substances presenting medium danger  |
| Subsidiary risks (IMDG)  | : 8 - Corrosive substances  |
| Limited quantities (IMDG)  | : 1 L   |
| <b>Air transport</b>   |   |
| Transport document description (IATA)                            | : UN 2014 Hydrogen peroxide, aqueous solution, 5.1, II  |

# Hydrogen Peroxide 50%

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

|                             |                                       |
|-----------------------------|---------------------------------------|
| UN-No. (IATA)               | : 2014                                |
| Proper Shipping Name (IATA) | : Hydrogen peroxide, aqueous solution |
| Class (IATA)                | : 5.1 - Oxidizing Substances          |
| Packing group (IATA)        | : II - Medium Danger                  |
| Subsidiary hazards (IATA)   | : 8 - Corrosive substances            |

### SECTION 15: Regulatory information

#### 15.1. US Federal regulations

##### Hydrogen Peroxide 50%

SARA Section 311/312 Hazard Classes

Physical hazard - Oxidizer (liquid, solid or gas)  
 Health hazard - Acute toxicity (any route of exposure)  
 Health hazard - Serious eye damage or eye irritation  
 Health hazard - Skin corrosion or Irritation

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

This product or mixture is not known to contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

##### Hydrogen peroxide (7722-84-1)

Section 302 EPCRA Reportable Quantity (RQ) 1000 lb concentration >52%

SARA Section 302 Threshold Planning Quantity (TPQ) 1000 lb (concentration >52%)

#### 15.2. International regulations

##### Hydrogen peroxide (7722-84-1)

Listed on the TCSI (Taiwan Chemical Substance Inventory)

#### 15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

##### Component

##### State or local regulations

Hydrogen peroxide(7722-84-1)

U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List; U.S. - Pennsylvania - RTK (Right to Know) List

### SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 11/15/2024

Full text of H-phrases:

|      |  |
|------|--|
| H271 | May cause fire or explosion; strong oxidizer |
| H272 | May intensify fire; oxidizer                 |
| H302 | Harmful if swallowed                         |
| H314 | Causes severe skin burns and eye damage      |
| H318 | Causes serious eye damage                    |
| H332 | Harmful if inhaled                           |
| H335 | May cause respiratory irritation             |

SDS US (GHS HazCom 2012)

**DISCLAIMER OF LIABILITY** The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.



AGENCY CUSTOMER ID: CN108453421

LOC #: New York



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

|                          |           |  |  |
|--------------------------|-----------|--|--|
| AGENCY<br>MARSH USA, LLC |           | NAMED INSURED<br>EWT Holdings III Corp.<br>Evoqua Water Technologies LLO<br>310 Waters St SE<br>Washington, DC 20003 |  |
| POLICY NUMBER            |           | EFFECTIVE DATE:  |  |
| CARRIER                  | NAIC CODE |  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

¶  
Evoqua will be included as an insured under Xylem Inc. effective 12/31/2023. ¶  
¶  
\*Waiver of Subrogation applies in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors with respects to Workers Compensation, as permitted by law.