

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and USALCO, LLC. ("Contractor") to provide polymer for purchase as set forth in Exhibit A to this Agreement.

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

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: \$ 2,423,600.00

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

USALCO, LLC.

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

Terry Waldo 3-18-2026
Authorized Signature Date

Terry Waldo, Chief Commercial Officer
Printed Name and Title of Person Signing

2601 Cannery Avenue, Baltimore, MD 21226
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 Polymer 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:

Contractor: USALCO, LLC
Attn: Terry Waldo
2601 Cannery Avenue
Baltimore, MD 21226

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT B**INSURANCE REQUIREMENTS**
(Chemical DAFT Polymer)

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 **\$2,000,000** 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.

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 \$2,423,600.00 (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. The annual increase shall not exceed three percent (3%) for each succeeding year. Any increase requested must be submitted at least sixty (60) days before requested implementation date. In the event that the supplier finds it necessary to increase the base price in any given year, the supplier shall provide evidence satisfactory to the City documenting the reason(s) for and actual cost of the cost increase. Annual cost decreases are allowed with written notice to the City.

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

Item	Description	Item Price
1	Delta-Floc 1176	\$0.548/lb

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;
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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 1 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/96, 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

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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.

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 3 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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)

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 4 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 5 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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.

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 6 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

- 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

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 7 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 8 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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.

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 9 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

- 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**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 10 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 11 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 12 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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)

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

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 13 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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

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
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 14 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

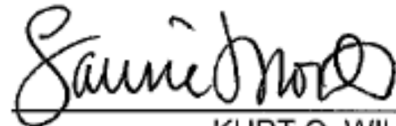
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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**

::ODMA\GRPWISE\COS.PER.PER_Library:96180.1

February 25, 2026

City of Stockton
Office of the City Clerk
425 North El Dorado Street
Stockton, CA 95202

Re: Polymer for the Wastewater Treatment at the Tertiary Treatment Facility (PUR -26-019)

Dear Purchasing,


USALCO is pleased to submit the attached bid for Polymer to the City of Stockton, CA. The information below is meant to provide background on USALCO as well as detail the company's various certifications.

USALCO is a leading manufacturer and distributor of aluminum-based water treatment chemical products to the industrial and municipal markets. The company was founded in 1980 and is headquartered in Baltimore, MD with twenty-six manufacturing locations.

All of USALCO's products are certified by NSF International to comply with ANSI/NSF/CAN Standard 60 for use in drinking water applications. Copies of these certifications are enclosed.

Thank you for the opportunity to participate in your bidding process and for your interest in USALCO's products and services. Please visit our website at www.usalco.com for additional information.

Sincerely,



Brett McCoy
Bid Team Supervisor

Encl
bm

BID BOND

**Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155**

KNOW ALL MEN BY THESE PRESENTS: That we USALCO, LLC, hereinafter called the Principal, and Hartford Fire Insurance Company, a Connecticut corporation, hereinafter called the Surety, are held and firmly bound unto City of Stockton, hereinafter called the Obligee, in the sum of Ten Percent of the Total Amount Bid U.S. Dollars (\$10% TAB), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal is submitting a bid dated February 26th, 2026 to the Obligee on a contract for PUR 26-019 Polymer for Wastewater Treatment at the Tertiary Treatment Facility ("Project").

NOW, THEREFORE, the condition of this bond is that in the event the person, firm, or corporation is awarded the contract and the said bidder shall fail, neglect, or refuse to enter into a contract to said equipment or materials, then the amount therein mentioned in the bidder's bond accompanying the bid of said person, firm, or corporation shall be declared to be forfeited to the City. If Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void. In no event shall Surety's and Principal's liability exceed the sum of this bond.

Signed this 5th day of February, 2026.

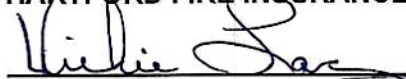
PRINCIPAL

USALCO, LLC



Terry Webb, Chief Commercial Officer , Title

HARTFORD FIRE INSURANCE COMPANY



Vickie Lacy, Attorney-in-Fact
CA License No. 0H46412



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT (PRINCIPAL) Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Maryland

County of Baltimore

On February 5th, 2026 before me, Brett McCoy, Notary Public

personally appeared, Terry Waldo

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brett McCoy (Seal)

Brett McCoy, Notary Public of the State of Maryland
My Commission Expires: 9/2/2028



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT (SURETY) Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas

County of Harris

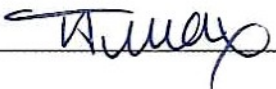
On February 5, 2026 before me, Tyler Truax, Notary Public

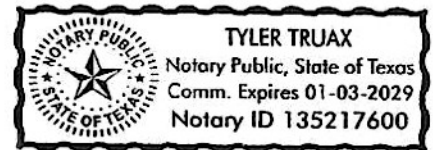
personally appeared, Vickie Lacy, Attorney-in-Fact

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
 Agency Code: 61-611452

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Namesia Anderson, Joseph R. Aulbert, Marc W. Boots, Ashley Coleman, Richard Covington, Ashley Koletar, Vickie Lacy, Melanie Salinas, Ryan Varela, Maria D. Zuniga of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
 My Commission HH 287363
 Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 5, 2026.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2026

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

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


PRODUCER IronRisk Strategies, LLC 1122 Kenilworth Dr, Suite 316 Baltimore, MD 21204	CONTACT NAME: Lock Curtis
	PHONE (A/C. No. Ext): (443)377-7896 FAX (A/C. No.): (443)564-4757 E-MAIL ADDRESS: lock@ironriskstrategies.com
INSURED USALCO, LLC 2601 Cannery Ave Baltimore, MD 21226-1510	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Nautilus Insurance Company 17370
	INSURER B: Key Risk Insurance Company 10885
	INSURER C: Chesapeake Employers Insurance 11039
	INSURER D: Aspen Specialty Insurance Company 10717
	INSURER E: Zurich American Insurance Company 16535 INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00000152-0** **REVISION NUMBER: 1758**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GSP2048082-10	09/15/2025	09/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Pollution Liability \$ \$1M/\$3M
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		BAP2048083-10	09/15/2025	09/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution \$ Included
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		FFX2038481-13	09/15/2025	09/15/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	4599527 (MD)	03/15/2025	03/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		EX00Y4J25	09/15/2025	09/15/2026	\$10MM/\$10MM
E	Workers Compensation		673284515	03/15/2025	03/15/2026	Other than MD \$1MM/\$1MM/\$1MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Stockton, its officers, officials, employees and volunteers are named Additional Insureds on a Primary and Non-Contributory basis for Ongoing and Completed Operations, as required by written contract. Waiver of Subrogation in favor of the Additional Insureds is included.

CERTIFICATE HOLDER City of Stockton Attn: City Risk Services 425 E. Main Street, 3rd Floor - HR Stockton, CA 95202-1951	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (LOC)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2025

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

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

PRODUCER IronRisk Strategies, LLC 1122 Kenilworth Dr, Suite 316 Baltimore, MD 21204	CONTACT NAME: Lock Curtis PHONE (A/C, No, Ext): (443)377-7896 E-MAIL ADDRESS: lock@ironriskstrategies.com	FAX (A/C, No): (443)564-4757
	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED USALCO, LLC 2601 Cannery Ave Baltimore, MD 21226-1510		

COVERAGES **CERTIFICATE NUMBER:** 00000152-250915114953 **REVISION NUMBER:** 21

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			MKLV7EFX101925	09/15/2025	09/15/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
3rd Layer of Excess Liability - Following Form

CERTIFICATE HOLDER Continued	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (LOC)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION -- COMPLETED OPERATIONS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
GSP2048082-10	9/15/2025	9/15/2026	9/15/2025

This endorsement modifies insurance provided under the following:

COMBINED GENERAL LIABILITY AND SITE SPECIFIC POLLUTION LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) And Description Of Completed Operations:
Township of Wayne, its elected officials, officers, directors and employees	Township of Wayne, 475 Valley Road, Wayne, NJ 07470
City of West Chicago, its officials, employees, agents and volunteers Village of Wilmette and its corporate authorities, officers, agents and employees	1200 Wilmette Avenue Wilmette, IL 60091 Contract No. 19094A
Atlantic City Municipal Utilities Authority	401 N. Virginia Avenue PO Box 117 Atlantic City, NJ 08404-0117
The City of Joliet, its officers and employees	150 West Jefferson Street Joliet, IL 60432
City of Modesto and the Modesto Irrigation District, its directors, officers, agents, employees and volunteers	PO Box 4060 Modesto, CA 95352
City of Turlock City of Stockton, its officers, officials, employees and volunteers	156 S. Broadway #270 Turlock, CA 95380
City of Austin	PO Box 1088 Austin, TX 78767
City of Lodi, its elected and appointed boards, commissions, officers, agents, employees and volunteers	400 E. Main Street, 3rd Floor - HR Stockton, CA 95202
City of Arlington, its officials, employees and volunteers Purchasing Division	P.O. Box 90231 Arlington, TX 76004-3231
Erie County Water Authority, its officers, agents and employees	3030 Union Road Cheektowaga, NY 14227
New Braunfels Utilities, its agents, representatives, officers, directors, officials, and employees	355 FM 306 New Braunfels, TX 78130
City of Chicago Department of Procurement Services	121 N. LaSalle Street, Room 806 Chicago, IL 60602

City of Houston Strategic Procurement Division, Houston Public Works	611 Walker, 5th Floor 611 Walker, 5th Floor
City of Stockton Attn: City Risk Services	400 E. Main Street, 3rd Floor o HR Stockton, CA 95202
City of Evanston 2100 Ridge	2100 Ridge, Suite 4200 Evanston, IL 60201
Brazos River Authority	4600 Cobbs Driver Waco, TX 76710
Kings County, its officials, employees and agents	
City of Oceanside	300 N Coast HWY Oceanside, CA 92054

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** directly caused by **your work** at the location designated and described in the **SCHEDULE** of this endorsement performed for that additional **insured** and included in the **products-completed operations hazard**.

However:

- a. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
 - b. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
 - c. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.
- II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION IV – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional **insured** is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.
- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties – Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the written contract or written agreement requires that this coverage be primary and noncontributory.

- IV. **SECTION VI – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION – ONGOING OPERATIONS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
GSP2048082-10	9/15/2025	9/15/2026	9/15/2025

This endorsement modifies insurance provided under the following:

COMBINED GENERAL LIABILITY AND SITE SPECIFIC POLLUTION LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>The City of Newark, their officers, agents, servants and employees</p> <p>New Braunfels Utilities, its agents, Representative, officers, directors, officials and employees. 355 FM 306 New Braunfels, TX 78130</p> <p>The City of Yuma, its officials, officers, employees and agents</p> <p>City of Manassas, its officers, officials, employees and volunteers Purchasing Division 8500 Public Works Drive, Bldg. B Manassas, VA 20110</p> <p>Township of Wayne, its elected officials, officers, directors and employees</p> <p>City of West Chicago, its officials, employees, agents and volunteers</p> <p>Village of Wilmette and its corporate authorities, officers, agents and employees 1200 Wilmette Avenue Wilmette, IL 60091 Contract No. 19094A</p> <p>Atlantic City Municipal Utilities Authority 401 N. Virginia Avenue PO Box 117 Atlantic City, NJ 08404-0117</p> <p>The City of Joliet, its officers and employees 150 West Jefferson Street Joliet, IL 60432</p>	<p>All locations of the named insured.</p>

City of Modesto and the Modesto Irrigation District, its directors, officers, agents, employees and volunteers PO Box 4060 Modesto, CA 95352

City of Turlock its officers, officials, employees and volunteers 156 S. Broadway #270 Turlock, CA 95380

City of Austin

City of Lodi, its elected and appointed boards, commissions, officers, agents, employees and volunteers

City of Arlington, its officials, employees and volunteers purchasing division P.O Box 90231 Arlington, TX 76004-3231

Erie County Water Authority, its officers, agents and employees 3030 Union Road, Cheektowaga, NY 14227

New Braunfels, utilities, its agents, representatives, officers, directors, officials, and employees. 355 FM 306 New Braunfels, TX 78130

City of Chicago Department of Procurement Services. 121 N. LaSalle Street, Room 806 Chicago, IL 60602

City of Houston Strategic Procurement Division, Houston Public Works 611 Walker, 5th Floor, Houston TX

City of Stockton Attn: City Risk Services 400 E main street, 3rd Floor o HR Stockton, CA 95202

Ally Bank, as agent. 300 park avenue-4th floor. New York, New York 10022.

City of Poway, CA. 14467 Lake Poway Road. Poway, CA 92064

Eastern Municipal Water District (EMWD). 270 Trumble Road, Perris CA 92570

<p>Twin Brook Capital Partners, LLC as Lender and/or agent lender ISA0A, ATIMA. 111 South Wacker Drive, 36th Floor. Chicago, IL 60606</p> <p>Puerto Rico Aqueduct and Sewer Authority (PRASA) PO Box 7066. San Juan, PR 00916.</p> <p>Goldman Sachs Bank USA as collateral agent, its successors and assigns for the benefit of the secured parties. 200 West Street. New York, NY 10282</p> <p>The City of Albany, its officers, employees and agents.</p> <p>Erie County Water Authority, its officers, agents and employees. 3030 Union Road, Cheektowaga, NY 14227</p> <p>City of Evanston 2100 Ridge, Suite 4200 Evanston, IL 60201</p> <p>Brazos River Authority 4600 Cobbs Driver Waco, TX 76710</p> <p>Kings County, its officials, employees and agents</p> <p>City of Oceanside 300 N Coast HWY Oceanside, CA 92054</p> <p>Central Arkansas Water (CAW). 221 East Capitol Avenue. Little Rock, AR 72202</p>	
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I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** or personal injury or advertising injury covered under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured(s)** at the location(s) designated above.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION IV – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim or suit**;
- b. We receive written notice of a **claim or suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim or suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VI – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
GSP2048082-10	9/15/2025	9/15/2026	9/15/2025

This endorsement modifies insurance provided under the following:

COMBINED GENERAL LIABILITY AND SITE SPECIFIC POLLUTION LIABILITY POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury or property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and

We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury or property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury or property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION IV – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties – Additional Insured**

An additional insured must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim or suit**;
- b. We receive written notice of a **claim or suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim or suit** will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VI – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional insured under this endorsement provided that:

- a. The additional insured person(s) or organization(s) is a **Named Insured** under such other insurance; and
- b. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional insured is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a **SCHEDULE** of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

CITY OF STOCKTON BUSINESS LICENSE TAX CERTIFICATE

ACCOUNT ID: 100297
CUSTOMER ID: 180214
LICENSE NUMBER: 80633

BUSINESS ADDRESS:
OUT OF AREA
PARCEL #: 999999

USALCO, LLC
140 GRAND ST
SUITE 300
WHITE PLAINS, NY 10601 USA

2819:*SB205* INDUSTRIAL INORGANIC
CHEMICALS NOT ELSEWH

EXPIRATION DATE:
06/30/2026

BUSINESS LICENSE CLASSIFICATION: MISCELLANEOUS SERVICE

BUSINESS TYPE: RETAIL

**BUSINESS DESCRIPTION: ALUMINUM BASED CHEMICALS FOR
WATER & WASTEWATER TREATMENT**

**THIS LICENSE MUST BE KEPT AT THE FIXED LOCATION OF THE BUSINESS IT HAS
BEEN ISSUED FOR, AND DISPLAYED UPON DEMAND.**

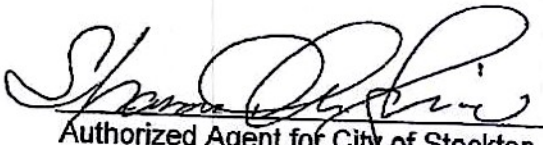
- OR -

**IN THE CASE OF A LICENSEE NOT AT A FIXED LOCATION, THE LICENSEE SHALL KEEP
THIS LICENSE UPON HIS PERSON AT ALL TIMES WHILE TRANSACTING AND
CARRYING ON BUSINESS AND DISPLAY IT UPON DEMAND.**

Licenses must be renewed by the last day of the month following the expiration date. It is the business owner's responsibility to renew the business license or notify the city that they are no longer doing business, even if they do not receive a renewal application by mail.

Notify the City of Stockton, Business License Customer Service unit of any changes to the business either by mail City of Stockton, P.O. Box 1570, Stockton, CA 95201-1570, or in our office 425 North El Dorado Street, Stockton, CA 95202.

Office hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. We are closed every other Friday. On the first open Friday, the office closes at 12:00 p.m. Visit www.stocktonca.gov for a list of closed days and holidays.


Authorized Agent for City of Stockton



Subject: Safety Policy

Document: U-S-001
 Revision Date: 06-05-2018

1.0 Scope & Purpose

USALCO, LLC is committed to providing a safe work environment for all employees and contractors and conducting all operations in a safe and healthful manner.

The health and safety of every employee and contractor is a fundamental consideration in every business decision and plan. USALCO, LLC is committed to protect the public, company property, and our customers from incidents that could cause harm or economic loss due to our operations.

2.0 Procedure

Our goal is to provide a safe workplace, free of any incidents resulting in work-related injuries, illnesses or property damage. The USALCO, LLC health and safety program contains specific requirements which are based on the following principles in providing an effective safety program:

- Managers and Supervisors are responsible for the safety of operations under their control and will be evaluated accordingly.
- USALCO, LLC strives to provide a safe work environment by eliminating or controlling hazards with appropriately designed equipment and facilities, safe operating procedures, and necessary personal protective equipment.
- All applicable safety regulations, codes and accepted work practices will be followed. Specific rules and procedures will be established and followed at every location.
- Each employee and contractor will be informed of hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment, and other means intended to provide personal protection.
- All employees and contractors are responsible for performing their job activities in a safe and reasonable manner and in accordance with safety related instructions given to them, and the training they have received. Failure to comply with these rules will result in disciplinary actions up to, and including termination.
- All unsafe acts, conditions and incidents must be reported to management for investigation and prompt correction.

All employees and contractor are expected to support and participate in the USALCO, LLC Health and Safety Program. With teamwork, we can maintain a safe workplace for all employees.



 Site Manager



 EH&S Manager



 VP Operations

Subject:	Safety Policy	Orig. Author Name	Tom Riley
Document Number:	U-S-001	Original Date:	05/04/2015
Date Last Reviewed:	06/05/2018	Date Next Review:	+ 3 years
			Page No.: Page 1 of 1 Revision No. 1

Certificate of Compliance

**City of Stockton WWTP
3307 Highway 4 at John Turk Road
Tertiary Plant
Stockton CA 95206-USA**

Product**DELTA-FLOC 1176**

LOT	PO	BOL	Tank	Order	
10181307	Trial	410198572	Stock	310181307	
TEST		SPECIFICATION		UNIT	RESULT
Total Al ₂ O ₃		10.80	- 11.70	WT%	Pass
Specific Gravity 60°F		1.2470	- 1.2890	g/mL	Pass

Product meets the requirements of NSF/ANSI/CAN 60

Prepared by: *Katiejo Sisco*

Date: 2/2/2026



Technical Data Sheet

Delta-Floc® 1176

Delta-Floc® 1176 is a clear to slightly hazy, colorless to yellow liquid aqueous solution. It is a high basicity advanced aluminum-based coagulant and flocculant for the treatment of industrial process water and wastewater.

PROPERTIES

Product Weight:	10.40 - 10.75 Lbs/Gal
pH (neat):	2.1 - 3.0
% Al ₂ O ₃ :	10.8 - 11.8
% Solids:	40 - 55
% Polymer:	10
Viscosity (cps):	50 - 150

SPECIFICATIONS

Appearance:	Clear to slightly hazy liquid
Specific Gravity @60°F:	1.250 - 1.270
Color:	Colorless to yellow

PRINCIPAL USES

Industrial water / wastewater treatment – removal of suspended matter and phosphorus.

SAFETY / HANDLING

Observe caution when handling corrosive materials. Please consult the safety data sheet (SDS) for safety and handling precautions.

DELIVERY

Tank Truck	45,000 pounds
IBC Tote (330 gallon)	3,425 pounds
IBC Tote (275 gallon)	2,850 pounds
Drum (55 gallon)	570 pounds

PRODUCTION

USALCO has production facilities in:

- Modesto, California

CUSTOMER SERVICE

If you have any questions concerning this material, please contact our Inside Sales Department at:

800-453-2586 or info@usalco.com

SAFETY DATA SHEET



Revision date 28-Jan-2026

Revision Number 1

1. Identification

Product Identifier

Product Name Delta-Floc 1176

Other means of identification

Product Code(s) 3265K

UN number or ID number UN3264

Synonyms Water and Wastewater Treatment Coagulant/Flocculant.

Recommended use of the chemical and restrictions on use

Recommended use Coagulating and Flocculating agent.

Restrictions on use None known.

Details of the supplier of the safety data sheet

Supplier Address

USALCO, LLC
2601 Cannery Ave.
Baltimore, MD 21226
+1-800-453-2586 Hours: Monday - Friday
9:00 - 5:00 CST (Central Standard Time)
Hours: Monday-Friday 9:00-5:00 CST
(Central Standard Time)

Manufacturer Address

USALCO, LLC
2601 Cannery Ave.
Baltimore, MD 21226

Contact Point sds@usalco.com

Emergency Telephone CHEMTREC: (800) 424-9300
Outside USA - +1 (703) 527-3887 collect calls accepted

2. Hazard(s) identification

Classification

Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 2
Corrosive to metals.	Category 1

Hazards not otherwise classified (HNOC)

Not applicable.

Label elements

WARNING

Hazard statements

Causes skin irritation

Causes serious eye irritation.
May be corrosive to metals.



Appearance Clear to slightly hazy **Physical state** Liquid **Odor** No appreciable odor

Precautionary Statements - Prevention

Keep only in original packaging.
Wash hands, face and any exposed skin thoroughly after handling. Do not touch eyes.
Wear protective gloves/protective clothing/eye protection/face protection.

IF IN EYES: Immediately rinse with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.

If eye irritation occurs: Get medical help.

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Immediately rinse with water for several minutes.

If skin irritation occurs: Get medical help.

Wash contaminated clothing before reuse.

Absorb spillage to prevent material damage.

Precautionary Statements - Storage

Store in corrosive resistant container with a resistant inner liner.

Other information

May be harmful if swallowed.

3. Composition/information on ingredients

Substance

Synonyms Water and Wastewater Treatment Coagulant/Flocculant.

Chemical name	CAS No	Weight-%	Trade secret
Trade secret	Trade secret	45 - 55%	*
Water	7732-18-5	40 - 50%	*
Trade secret	Trade secret	1 - 6%	*

*The exact percentage (concentration) of composition has been withheld as a trade secret. While some components are claimed as trade secret in accordance with the provision of OSHA 29 CFR 1910.1200(i), all known hazards are clearly communicated within this document.

4. First-aid measures

Description of first aid measures

General advice Get medical attention immediately if symptoms occur. Show this safety data sheet to the doctor in attendance.

Inhalation Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call physician immediately.

Eye contact Immediately flush with plenty of water for at least 20 minutes, holding eyelids apart to ensure flushing of the entire surface. Washing within one minute is essential to achieve

	maximum effectiveness. Seek immediate medical attention.
Skin contact	Immediately wash thoroughly with soap and water, remove contaminated clothing and footwear. Wash clothing before reuse. Get medical attention if irritation should develop.
Ingestion	Seek medical attention immediately. Give large amounts of water to drink. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person.

Most important symptoms and effects, both acute and delayed

Symptoms	Skin, eye and respiratory tract irritation. May cause redness and tearing of the eyes. Itching. Burning sensation. Rashes. Redness. Dermatitis. Coughing and/ or wheezing. Difficulty in breathing. Stomach pains.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Aluminum soluble salts may cause gastroenteritis if ingested. Treatment includes the use of demulcents. Note: Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.
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5. Fire-fighting measures

Suitable Extinguishing Media	Not combustible. Use appropriate extinguishing media for material that is supplying fuel. Use water spray to cool the surrounding area and maintain fire temperature below decomposition temperature. Water Spray, Carbon Dioxide, Foam, Dry Chemical. CAUTION: Use of water spray when fighting fire may be inefficient.
Large Fire	
Unsuitable extinguishing media	-
Specific hazards arising from the chemical	May produce hazardous fumes or hazardous decomposition products.
Hazardous combustion products	Thermal decomposition (as may be experienced in a fire) may produce toxic and/or hazardous gases such as HCl and Cl ₂ as well as oxides of sulfur and carbon.
Explosion data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Full protective clothing and approved self-contained breathing apparatus required for firefighting personnel.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions	Wear suitable protective clothing and gloves.
Other information	Refer to protective measures listed in Sections 7 and 8.
For emergency responders	Use personal protection recommended in Section 8.

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so. Soak up small spills with inert absorbent material and place in a labeled waste container for disposal. Build dikes as necessary to contain flow of large spills. Do not allow liquid to enter streams or waterways.
Methods for cleaning up	Stop leaks. Clean up spill immediately. Build dikes as necessary to contain flow of large

spills. Do not allow liquid to enter stream or waterways. For small spills, use soda ash to neutralize, an inert material to absorb. Place contaminated materials into containers and store in a safe place to await proper disposal. Wear adequate personal protective clothing and equipment. Caution: The use of soda ash may generate carbon dioxide gas. Provide adequate ventilation to spill area. Approved breathing apparatus may be necessary. Clean up large spills with vacuum truck.

Prevention of secondary hazards Do not permit run-off to get into sewers or surface waterways.

7. Handling and storage

Precautions for safe handling

Advice on safe handling

Keep container closed when not in use. Keep away from heat and open flame. Avoid contact with eyes, skin and clothing. Wash thoroughly after handling. Wear chemical splash goggles, gloves, and protective clothing when handling. Avoid breathing vapors or mists. Use with adequate ventilation and employ respiratory protection where mist or vapors may be generated. FOR INDUSTRIAL USE ONLY.

Conditions for safe storage, including any incompatibilities

Storage Conditions

Store in corrosive resistant stainless steel container with a resistant inner liner. Product may slowly corrode iron, brass, copper, aluminum, mild steel, and stainless steel. Store in a cool, dry place away from direct heat. Keep in tightly closed container. Store locked up.

Packaging materials

Store in corrosion resistant container with a resistant inner liner.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

Biological occupational exposure limits

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls

Local exhaust ventilation as necessary to maintain exposures to within applicable limits. Please refer to the ACGIH document, 'Industrial Ventilation, A Manual of Recommended Practices', most recent edition, for details. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient. Ensure that eyewash stations and safety showers are close to the workstation location.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear chemical splash goggles and face shield (when eye and face contact is possible due to splashing or spraying of material).

Hand protection

Appropriate chemical resistant gloves should be worn.

Skin and body protection

Standard work clothing and work shoes.

Respiratory protection

If exposures exceed the PEL or TLV, use NIOSH/MSHA approved respirator in accordance with OSHA Respiratory Protection Requirements under 29 CFR 1910.134.

Environmental exposure controls

Do not allow liquid to enter streams or waterways.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice. Ensure that eyewash stations and safety showers are close to the workstation location. Do not eat, drink or smoke when using this product.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Clear to slightly hazy
Color	Colorless to yellow
Odor	No appreciable odor
Odor threshold	

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	2.1 - 3.0	As is.
Melting point / freezing point	No data available	None known.
Boiling point / boiling range	~ 104 °C (220 °F)	
Flash point	Not applicable. No data available	
Evaporation rate	No data available.	
Flammability (solid, gas)	Not applicable. No data available.	
Flammability Limit in Air		None known.
Upper flammability or explosive limits	No data available.	
Lower flammability or explosive limits	No data available.	
Vapor pressure	No data available.	
Relative vapor density	No data available.	
Relative density	1.238 - 1.294	None known.
Water solubility	Soluble below pH 4	
Solubility(ies)		None known.
Partition coefficient	No data available.	None known.
Autoignition temperature	Not applicable. No data available	None known.
Decomposition temperature		None known.
Kinematic viscosity	No data available.	
Dynamic viscosity	No data available.	None known.

Other information

Explosive properties	
Oxidizing properties	
VOC Content (%)	No information available
Liquid Density	10.33 - 10.80 lbs./gal.

10. Stability and reactivity

Reactivity	No data available.
Chemical stability	Stable.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	No.
Conditions to avoid	Avoid contact with metals such as iron, brass, copper, aluminum and mild steel.
Incompatible materials	Alkalis.
Hazardous decomposition products	Thermal decomposition (as may be experienced in a fire) may produce toxic and/or hazardous gases such as HCl and Cl ₂ as well as oxides of sulfur and carbon.

11. Toxicological informationInformation on likely routes of exposure

Product Information	Specific test data for the substance or mixture is not available.
Inhalation	Inhalation of mist or vapor may cause respiratory tract irritation.
Eye contact	May cause moderate eye irritation that can become severe with prolonged contact. Prolonged exposure to Aluminum salts may cause conjunctivitis.
Skin contact	Prolonged and/or repeated contact may cause skin irritation.
Ingestion	May cause irritation of the mouth, throat and stomach. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Inhalation: Adverse symptoms may include the following: respiratory tract irritation, coughing. Eye contact: Adverse symptoms may include the following: watering, redness, and irritation. Skin contact: Adverse symptoms may include the following: irritation and redness. Ingestion: Adverse symptoms may include the following: stomach pains, gastrointestinal irritation, nausea, vomiting and diarrhea.
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Acute toxicity

Numerical measures of toxicity
No information available

ATEmix (oral)	18374 mg/kg
ATEmix (dermal)	4004 mg/kg

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Trade secret	> 5000 mg/kg (Rat)	-	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-
Trade secret	= 3 g/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	Irritating to skin.
Serious eye damage/eye irritation	Causes serious eye irritation.
Respiratory or skin sensitization	.
Germ cell mutagenicity	.
Carcinogenicity	This product does not contain any components in concentrations greater than or equal to 0.1% that are listed as known or suspected carcinogens by NTP, IARC, ACGIH, or OSHA.
Reproductive toxicity	.
Developmental toxicity	.
STOT - single exposure	.
STOT - repeated exposure	.

3265K - Delta-Floc 1176

Revision date 28-Jan-2026

Aspiration hazard .

Other adverse effects .

Interactive effects .

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Trade secret	—	LC50 (48 h static) 1460 - 1500 mg/L (Leuciscus idus melanotus)	-	-

Persistence and degradability Not determined. .

Bioaccumulation No information available.

Chemical name	Partition coefficient
Trade secret	<3

Mobility Not determined. .

Other adverse effects No information available.

13. Disposal considerations**Waste treatment methods**

Waste from residues/unused products Dispose of product in an approved chemical waste landfill or incinerate in accordance with applicable Federal, state and local regulations.

Contaminated packaging Since empty containers retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT Regulated
UN number or ID number UN3264
Proper shipping name Corrosive liquid, acidic, inorganic, N.O.S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es) 8
Packing group III
Emergency Response Guide Number 154

TDG Regulated
UN number or ID number UN1760
UN proper shipping name Corrosive liquid, acidic, inorganic, N.O.S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es) 8
Packing group III

Technical Name
Description Aluminum chloride hydroxide sulfate.

3265K - Delta-Floc 1176

Revision date 28-Jan-2026

IATA	Regulated
UN number or ID number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, N.O.S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es)	8
Packing group	III
ERG Code	8L

IMDG	Regulated
UN number or ID number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, N.O.S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es)	8
Packing group	III
EmS-No	F-A, S-B

15. Regulatory information

International Inventories

TSCA All ingredients are on the inventory or exempt from listing.

Chemical name	CAS No	US TSCA inventory listing	US TSCA inactive/active designation
Trade secret	-	Present	Active
Water	7732-18-5	Present	Active
Trade secret	-	Present	Active

DSL/NDSL All ingredients are on the DSL inventory or exempt from listing. None of the ingredients are on the NDSL inventory.

EINECS/ELINCS All ingredients are on the EINECS inventory or are exempt from listing. None of the ingredients are on the ELINCS inventory.

ENCS All ingredients are on the inventory or exempt from listing.

IECSC All ingredients are on the inventory or exempt from listing.

KECL All ingredients are on the inventory or exempt from listing.

PICCS All ingredients are on the inventory or exempt from listing.

AICS All ingredients are on the inventory or exempt from listing.

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate

3265K - Delta-Floc 1176

Revision date 28-Jan-2026

classifications.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

This product does not contain any substances regulated under applicable state right-to-know regulations

U.S. EPA Label Information

EPA Pesticide Registration Number Not applicable.

16. Other information

<u>NFPA</u>	Health hazards 2	Flammability 0	Instability 0	Special hazards CORR
<u>HMIS</u>	Health hazards 2	Flammability 0	Physical hazards 0	Personal protection B

Key or legend to abbreviations and acronyms used in the safety data sheet**Legend Section 8: Exposure controls/personal protection**

TWA	TWA (time-weighted average)	STEL	STEL (Short Term Exposure Limit)
Ceiling	Maximum limit value	*	Skin designation

Key literature references and sources for data used to compile the SDS

Agency for Toxic Substances and Disease Registry (ATSDR)
 U.S. Environmental Protection Agency ChemView Database
 European Food Safety Authority (EFSA)
 EPA (Environmental Protection Agency)
 Acute Exposure Guideline Level(s) (AELG(s))
 U.S. Environmental Protection Agency Federal Insecticide, Fungicide, and Rodenticide Act
 U.S. Environmental Protection Agency High Production Volume Chemicals
 Food Research Journal
 Hazardous Substance Database
 International Uniform Chemical Information Database (IUCLID)
 Japan GHS Classification
 Australia National Industrial Chemicals Notification and Assessment Scheme (NICNAS)
 NIOSH (National Institute for Occupational Safety and Health)
 National Library of Medicine's ChemID Plus (NLM CIP)
 National Library of Medicine's PubMed database (NLM PUBMED)
 National Toxicology Program (NTP)
 New Zealand's Chemical Classification and Information Database (CCID)
 Organization for Economic Co-operation and Development Environment, Health, and Safety Publications
 Organization for Economic Co-operation and Development High Production Volume Chemicals Program
 Organization for Economic Co-operation and Development Screening Information Data Set
 World Health Organization

Revision date

28-Jan-2026

Revision Note**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

POLYMER FOR WASTEWATER TREATMENT AT TERTIARY FACILITY
PUR 26-019
THURSDAY, FEBRUARY 26, 2026

BID DOCUMENTS

COMPANY NAME: USALCO, LLC

CONTACT NAME: Terry Waldo, Chief Commercial Officer

ADDRESS: 2601 Cannery Avenue, Baltimore, MD 21226

TELEPHONE NUMBER: 800-453-2586

EMAIL: bids@usalco.com

COST TABLE - BID TO BE SUBMITTED

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.

Brand Name Quoted: Delta-Floc 1176
Price per pound (Wet Weight): \$0.548 **\$/LB**

FOB Destination; Price to include De-scaling Agent, if required

Dosage: 8.2 mg/l USALCO - 25MGD x 8.34 x 8.2 mg/l x \$0.548 lb. = \$936.92/day to treat 25 MDG

Total Annual Cost Bid Amount (including 9% sales tax)

\$ 372,753.62

PRICE ADJUSTMENTS

Annual increase not to exceed 3% for each succeeding year. In the event that the supplier increases the base price in succeeding years, the supplier shall provide evidence that they have experienced a cost increase and by what amount costs have increased.

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.

Any questions regarding bench or performance testing should be directed to Phil McKinney, Municipal Utilities Department, at telephone (209) 937-8736.

USALCO, LLC

2601 Cannery Avenue, Baltimore, MD 21226

FIRM

ADDRESS



Terry Waldo, Chief Commercial Officer

SIGNED BY

TITLE OR AGENCY

2/25/2026

(800) 453-2586

DATE

TELEPHONE

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

- A) POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT
- B) PUR 26-019
- C) February 26, 2026

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

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~~ Limited Liability Company

Maryland
STATE OF ~~CALIFORNIA~~, Baltimore _____)ss.

County of Baltimore _____)
(insert)

Terry Waldo _____ being first duly sworn, deposes and says:

That _____ they are the Chief Commercial Officer of USALCO, LLC a

LLC ~~XXXXXX~~, which ~~XXXXXX~~ 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.

Terry Waldo

(Signature ~~Corporation Bidder~~) Terry Waldo, Chief Commercial Officer LLC

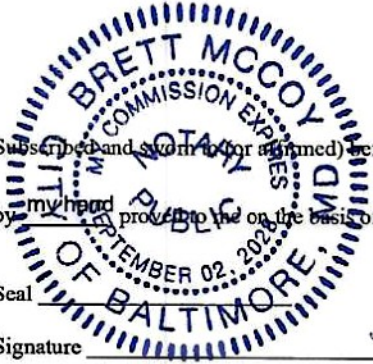
Subscribed and sworn to (or affirmed) before me on this 25th day of February, 2026

by *my hand* proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

Brett McCoy, Notary Public of the State of Maryland
My Commission Expires: 9/2/2024



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 _____

N/A. We will not be using subcontractors.

**SUBCONTRACTOR LIST
PUR 26-019**

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

EXHIBIT H

**COMPLIANCE WITH ECONOMIC SANCTIONS
IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE**

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.

INSTRUCTIONS: Complete section 1, provide a letter for section 2 and return both to your CPA.

1) ATTESTATION OF COMPLIANCE:

Having conducted a good faith review, I attest that USALCO, LLC
(agency name) is in compliance with the 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.

CONTRACT/PROVIDER NAME (PRINTED):	CONTRACT/SOLICITATION NUMBER(S):
USALCO, LLC	PUR 26-019
BY (AUTHORIZED SIGNATURE):	
	
PRINTED NAME AND TITLE OF AUTHORIZED SIGNOR:	
Terry Waldo, Chief Commercial Officer	
DATE OF SIGNED ATTESTATION OF COMPLIANCE:	
	2/25/2026

2) REPORT OF ACTIONS/STEPS TAKEN:

Attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the EO. Please note that responses may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.

**INVITATION FOR SEALED BID (IFB)
POLYMER FOR WASTEWATER TREATMENT AT THE TERTIARY
TREATMENT FACILITY
PUR 26-019**

ADDENDUM No. 1

DATE: January 28, 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 CLARIFICATIONS. THE CITY'S RESPONSES TO CHANGES ARE SUBMITTED IN BLUE.

- A. The City of Stockton hereby clarifies that **Exhibit H- Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine** is removed from Exhibit 2-Sample Contract. The Exhibit H attachment must be completed and submitted separately with the bid documents.
- B. Exhibit 2-Sample Contract has been revised. The revised Exhibit 2 includes updated **Terms & Conditions (Exhibit C and D), with Exhibit-H removed.**

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

Company Name USALCO, LLC

Contact Person Terry Waldo, Chief Commercial Officer

Signature 

Date 2/26/2026

Bids Due – Promptly by 2:00 P.M., Thursday, February 26, 2026 at city.clerk@stocktonca.gov

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

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

**INVITATION FOR SEALED BID (IFB)
POLYMER FOR WASTEWATER TREATMENT AT THE TERTIARY
TREATMENT FACILITY
FOR THE CITY OF STOCKTON, CALIFORNIA
PUR 26-019**

ADDENDUM No.2

DATE: February 19, 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 current supplier of product for the DAFT?
The current contract was awarded at the 5/21/2019 Council meeting and the contract is available as an attachment on the City's website.
2. What is name of current product(s) currently supplied?
The current contract was awarded at the 5/21/2019 Council meeting and the contract is available as an attachment on the City's website.
3. What are current unit price(s) for product(s) used at the DAFT?
The most recent contract amendment was approved at the 5/14/2024 Council meeting and the contract amendment is available as an attachment on the City's website. Any price adjustments after this date would not exceed 3 percent.
4. What package container is delivered for the product(s)?
The product is delivered in bulk by tanker trailer.
5. What is estimated annual dry lbs used for product(s) at the DAFT?
The estimated annual lbs used varies between 1.4 to 2.5 million pounds.
6. What is "normal" average product(s) dose for the DAFT for last 90 days?
The dose varies depending on algae loads.

- 7. What is "normal" average DAFT effluent turbidities for last 90 days?
Below 8 NTU.
- 8. What is "normal" average DAFT TOC removal for last 90 days?
This data is not available. TOC is only measured in the final effluent.
- 9. What is the price per pound and estimated annual quantity in pounds?
The estimated annual quantity is noted in response to question 5. The price per pound is provided in response to question 3.

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

Company Name USALCO, LLC

Contact Person Terry Waldo, Chief Commercial Officer

Signature Terry Waldo

Date 2/19/2026

Bids Due – Promptly by 2:00 P.M., Thursday, February 26, 2026 at city.clerk@stocktonca.gov

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

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