AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made June 28, 2017, between Evoqua Water Technologies LLC ("Contractor"), whose address is 2650 Tallevast Road, Sarasota, FL 34243, and telephone number is 941-359-7930 and the City of Stockton, a municipal corporation ("City").

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

1. **Goods to be provided and services to be performed.** Contractor shall provide the goods and perform the services as set forth in the Request for Bid documents and on the attached Exhibit A incorporated herein by reference. Contractor shall begin providing the goods/performing the services on July 1, 2017 and complete providing the goods/performing the services by June 30, 2018. The parties may agree to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals. The price for any succeeding period of service shall be agreed upon by both parties.

2. **Compensation.** For the goods and services under this Agreement, City shall pay Contractor the sum of $2.011 per gallon for delivery of Hydrogen Peroxide.

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

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

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

6. **Indemnification and Hold Harmless.** With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY's liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate
share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to attorneys’ fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR’S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers’ compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR’S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

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

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

9. **Audit.** City reserves the right to periodically audit all charges for good and services provided by Contractor.
10. **Ownership of Goods.** All goods accepted by the City shall be the property of the City.

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

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

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

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

   To Contractor:  Jennifer Miller  
   Evogia Water Technologies LLC  
   2650 Tallevast Road  
   Sarasota, FL 34243  

   To City:  City Manager  
   City of Stockton  
   425 N. El Dorado St.  
   Stockton, CA 95202

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

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

   b. Contractor shall not assign or transfer this Agreement.

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

   d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
e. This Agreement constitutes the entire understanding of the parties.

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

CITY OF STOCKTON

KURT O. WILSON
City Manager

By: [Signature]

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

CONTRACTOR

Jennifer R. Miller
Print name

V.P. & G.M.
Title

ATTEST:

BONNIE PAIGE
CITY CLERK

APPROVED AS TO FORM

Tara M. Mazzanti
Deputy City Attorney

Agreement for Purchase of Hydrogen Peroxide
Page 5 of 24
STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 09-2017
SUPPLY AND DELIVERY OF HYDROGEN PEROXIDE

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

Dear Sirs:

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

Company:  Evoqua Water Technologies LLC
Address:  2650 Tallevast Road
City, State, ZIP:  Sarasota, FL 34243
Phone:  941-359-7930
Email:  municipalservices@evoqua.com
Authorized Representative:  Jennifer R. Miller
Signature:  
Date:  3/30/17

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 THROUGH _____.

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

Page 27 of 31
STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
   Evoqua Water Technologies LLC

2. Bidder's Street Address:
   2650 Tallevast Road, Sarasota, FL 34243

3. Mailing Address:
   Same as above


5. Type of Supplier:
   □ Sole Proprietor    □ Partnership    □ Corporation    X LLC
   □ Corporation, indicate State where incorporated: Delaware

6. Business License Number Issued by the City where the Supplier's principal place of business is located.
   Number: 917910    Issuing City: Temecula

7. Supplier Federal Tax Identification Number: 80-0909020

8. Emergency Contact:
   Name: Rhett Ussery
   Phone Number: 916-390-8946

9. Order Contact:
   Name: Shareen Tinsman
   Address: 42257 Avenida Alvarado, Temecula, CA 92590
   Phone Number: 800-566-1568    Fax Number: 951-295-6093
   Email: municipalservices@evoqua.com

10. References:
    
    | Company/Agency Name | Contact Name       | Phone Number     |
    |--------------------|--------------------|------------------|
    | 1) City of Stockton | Deedee Antypas     | 209-937-7425     |
    | 2) Lee County, FL  | Daryl Parker       | 239-481-1953     |
    | 3) Plainfield, NJ  | Rob Villee         | 732-968-2471 Ext. 23 |

11. Chemical Manufacturer's name and address (if different from Bidder):
    PeroxyChem, 1735 Market Street, Philadelphia, PA 19103
Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Bid

State of Florida }  ss.
County of Manatee }  ss.

Jennifer R. Miller, being first duly sworn, deposes and says that he or she is (Contractor's Authorized Representative)

V.P. & G.M. of Technologies LLC the party making the (Title of Representative) (Contractor's Name)

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

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

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

Subscribed and sworn to before me this, 30 Day of March, 2017

Signature of Notary Public In and For

The County of Manatee
State of Florida

All Signatures Must Be Witnessed By Notary

Page 29 of 31
Sealed bids must be enclosed in an envelope clearly marked:

“BID FOR HYDROGEN PEROXIDE
BACC BID NO. 09-2017”

And delivered to:

Louanne Ivy
Administrative Analyst – Operations
Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

No later than 9:00 A.M. - PDT
Tuesday, April 4, 2017

Business Name:
Evoqua Water Technologies LLC

Business Address
2650 Tallevast Road
Sarasota, FL 34243

Telephone Number: 941-359-7930

Facsimile Number: 941-359-7985

Email Address: municipalservices@evoqua.com

Authorized Representative (Please Print):
Jennifer R. Miller

Date: 3/30/17

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

BACC Agencies: Marin-Sonoma-Napa Locations

Central Marin Sanitation Agency
Unit Price for Hydrogen Peroxide: $2.021 /gallon

BACC Agencies: Central Valley Locations

City of Stockton
Unit Price for Hydrogen Peroxide: $2.011 /gallon

1. Bidders must submit all of the following, attached to this Bid Form:
   a. An affidavit of compliance to the appropriate American Water Works Association (AWWA) and/or National Sanitation Foundation (NSF) standard is required for all chemicals and polymers being provided for potable water treatment. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit’s validity. In lieu of submitting an affidavit of compliance with AWWA/NSF standards and a letter attesting to the affidavit’s validity, a current printout from NSF.org is acceptable.
b. A representative analysis of the chemical to be supplied, as prepared by an ISO certified laboratory.


d. Safety Data Sheet (SDS).

e. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.
March 30, 2017

Louanne Ivy
Administrative Analyst
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
Ph: 925 875-2398
E-mail: ivy@dssrdsd.com

RE: BID NO. 09-2017 FOR SUPPLY AND DELIVERY OF HYDROGEN PEROXIDE BAY AREA CHEMICAL CONSORTIUM (BACC)

Dear Ms. Ivy:

Evoqua Water Technologies LLC hereby affirms that our third party haulers can and will deliver our supplied hydrogen peroxide to each and every participating BACC Agency.

Evoqua uses several qualified and trained third party haulers, but the hauler that is used primarily and most frequently to deliver to the BACC is:

Quality Transport Inc.
45051 Industrial Dr.
Fremont, CA 94538

Quality has been satisfactorily delivering to area for many years now and Evoqua has no plans to change haulers for this contract.

Should you have any questions or require additional information, please feel free to contact me at (941) 359-7930 or via email Jennifer.r.miller@evoqua.com

Sincerely,

Evoqua Water Technologies LLC

[Signature]

Jennifer R. Miller
V.P. & G.M.
Certificate of Analysis

Shipped to: STOCKTON HEADWORKS
2500 NAVY DRIVE
STOCKTON, CA 95206

PeroxyChem Order: 2063163
Customer PO: 450944026
Net Weight: 44,800

Ship Date: 2/24/2017
Certificate Date: 2/24/2017

Product: Hydrogen Peroxide 50% Standard PeroxyChem Delivery #: 5090319

<table>
<thead>
<tr>
<th>PROPERTY INSPECTION METHOD</th>
<th>SPECIFICATIONS</th>
<th>BATCH # 2053290</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTAINER IDENTIFICATION</td>
<td>Trailer - 36</td>
<td></td>
</tr>
<tr>
<td>H2O2, %</td>
<td>50.0% - 50.8%</td>
<td></td>
</tr>
<tr>
<td>pH</td>
<td>3.0 MAX</td>
<td>2.23</td>
</tr>
<tr>
<td>COLOR, APHA</td>
<td>22 MAX</td>
<td>≤ 22.0</td>
</tr>
<tr>
<td>3 - HOUR STABILITY, %</td>
<td>99.8% MIN</td>
<td>≥ 99.6%</td>
</tr>
<tr>
<td>SPECIFIC GRAVITY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Manufactured at PeroxyChem Bayport - Pasadena, TX
Shipped from Fremont, CA
Source =

Authorized By: ELSA GUTIERREZ
HYDROGEN PEROXIDE 50% SOLUTION FOR ODOR AND CORROSION CONTROL

Hydrogen Peroxide 50% is a strong oxidizer effective at controlling odor-causing sulfides and related oxidizable compounds in municipal and industrial wastewater systems. During treatment, it decomposes to oxygen and water, thereby adding dissolved oxygen to the system which reduces Biological Oxygen Demand (BOD).

**TYPICAL PHYSICAL PROPERTIES**

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific gravity</td>
<td>1.12 at 20°C</td>
</tr>
<tr>
<td>Density</td>
<td>9.98 lb/gal at 20°C</td>
</tr>
<tr>
<td>Boiling Point</td>
<td>237°F (114°C)</td>
</tr>
<tr>
<td>Freezing Point</td>
<td>-62°F (-52°C)</td>
</tr>
<tr>
<td>pH, Apparent</td>
<td>1.0 - 3.0</td>
</tr>
<tr>
<td>Color</td>
<td>Clear, colorless</td>
</tr>
<tr>
<td>Solubility in Water</td>
<td>Complete</td>
</tr>
</tbody>
</table>

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

Typical Feed Requirements

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

Typically application rates are 1-3 pounds of $\text{H}_2\text{O}_2$ (100%) per pound of sulfide.

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

Typical Application

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

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

Storage and Handling

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

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

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

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

Packaging

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

SECTION 1: PRODUCT AND COMPANY INFORMATION

PRODUCT TYPE: Inorganic peroxide

PRODUCT NAME: Hydrogen Peroxide 50%

COMPANY ID: Evoqua Water Technologies LLC
181 Thorne Hill Drive, Warrendale, PA 15086

TELEPHONE NUMBER:
INFORMATION: CORPORATE 855.926.8420
MEDICAL EMERGENCY: CHEMTREC 800.424.9300
TRANSPORTATION EMERGENCY: CHEMTREC 800.424.9300

DATE PREPARED: June 1, 2015  |  REVISION: 0

SECTION 2: HAZARD IDENTIFICATION

HMIS RATINGS | NFPA RATINGS | GUIDE

HEALTH 3 | 4 - EXTREME/SEVERE
FLAMMABILITY 0 | 3 - HIGH/SERIOUS
PHYSICAL HAZARD 1 | 2 - MODERATE
PERSONAL PROTECTION H | 1 - SLIGHT

W - WATER REACTIVE
OX - OXIDIZER

PICTOGRAM

SIGNAL WORD DANGER

HAZARD STATEMENT

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

SECTION 3: PRECAUTIONARY STATEMENTS

PREVENTION

P271: Use only outdoors or in a well ventilated area
P260: Do not breathe mist, vapors or spray
P280: Wear protective gloves/ protective clothing/ eye protection/ face protection
P210: keep away from heat/sparks/open flames/ hot surfaces. - No Smoking
P220: Keep/Store away from clothing/flammable materials/combustibles
P221: Take any precaution to avoid mixing with
SAFETY DATA SHEET

RESPONSE
P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310: Immediately call a POISON CENTER or doctor
P303+P361+P333: IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
P363: Wash contaminated clothing before reuse
P304+P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing
P312: Call a POISON CENTER or doctor if you feel unwell
P301+P330+P331: IF SWALLOWED: rinse mouth. Do NOT induce vomiting
P310: Immediately call a POISON CENTER or doctor
P370+P378: In case of fire: Use water for extinction

STORAGE
Keep container in a cool place out of direct sunlight. Store only in vented containers. Do not store on wooden pallets. Do not return unused material to its original container. Avoid contamination – Contamination could cause decomposition and generation of oxygen which may result in high pressure and possible container rupture. Empty drums should be triple rinsed with water before discarding.

EXHIBITED HAZARDS
NONE

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

<table>
<thead>
<tr>
<th>PERCENT BY WEIGHT</th>
<th>COMMON NAME (Ingredient/Component)</th>
<th>CAS NO.</th>
<th>IMPURITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>Hydrogen peroxide</td>
<td>7722-84-1</td>
<td>NONE</td>
</tr>
<tr>
<td>Balance</td>
<td>Water</td>
<td>7732-18-5</td>
<td>NONE</td>
</tr>
</tbody>
</table>

SECTION 4: FIRST AID MEASURES

NECESSARY FIRST AID INSTRUCTIONS

INHALATION FIRST AID
Move to fresh air. If person is not breathing, contact emergency medical services, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

SKIN CONTACT FIRST AID
Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further treatment advice.

EYE CONTACT FIRST AID
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing. Seek immediate medical attention/advice.

INGESTION FIRST AID:
Rinse mouth. Do not induce vomiting. If conscious, give 2 glasses of water. Get immediate medical attention. Never give anything by mouth to an unconscious person.

DESCRIPTION OF MOST IMPORTANT SYMPTOMS
Hydrogen Peroxide irritates respiratory system and, if inhaled, may cause inflammation and pulmonary edema. The effects may not be immediate. Overexposure symptoms are coughing, giddiness and sore throat. In case of accidental ingestion, necrosis may result from mucous membrane burns (mouth, esophagus and stomach). Oxygen rapid release may cause stomach swelling and hemorrhaging, which may product...
**SAFETY DATA SHEET**

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

<table>
<thead>
<tr>
<th>SUITABLE EXTINGUISHING MEDIA</th>
<th>Water. Do not use any other substance</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNSUITABLE EXTINGUISHING MEDIA</td>
<td>Do not use any other substance but water.</td>
</tr>
</tbody>
</table>

**SPECIFIC HAZARDS**
In closed unventilated containers, risk of rupture due to the increased pressure from decomposition. Contact with combustible material may cause fire.

**PERSONAL PROTECTIVE EQUIPMENT**
Use water spray to cool fire exposed surfaces and protect personnel. Move containers from fire area if you can do it without risk. As in any fire, wear self-contained breathing apparatus and full protective gear.

**SECTION 10-RESPONSE TO SPILL OR RELEASE**

**PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES**

**PERSONAL PRECAUTIONS**
Avoid contact with skin, eyes and clothing. Wear personal protective equipment. Isolate and post spill area. Keep people away from and upwind of spill/leak. Eliminate all sources of ignition and remove combustible materials.

**ENVIRONMENTAL PRECAUTIONS**
See Section 12 for additional Ecological Information.

**CONTAINMENT AND CLEAN-UP**
Dike to collect large liquid spills. Stop leak and contain spill if this can be done safely. Small spillage: Dilute with large quantities of water. Flush area with flooding quantities of water. Hydrogen peroxide may be decomposed by adding sodium metabisulfite or sodium sulfite after diluting to about 5%.

**OTHER INFORMATION**
Combustible materials exposed to hydrogen peroxide should be immediately submerged in or rinsed with large amounts of water to ensure that all hydrogen peroxide is removed. Residual hydrogen peroxide that is allowed to dry (upon evaporation hydrogen peroxide can concentrate) on organic materials such as paper, fabrics, cotton, leather, wood or other combustibles can cause the material to ignite and result in fire.

**SECTION 11-HANDLING AND STORAGE**

**PRECAUTIONS FOR SAFE HANDLING**
Use only in well-ventilated areas. Keep/Store away from clothing/combustible materials. Wear personal protective equipment. Never return unused hydrogen peroxide to original container. Contamination may cause decomposition and generation of oxygen gas which could result in high pressures and possible container rupture. Empty drums should be triple rinsed with water before discarding. Utensils used for handling hydrogen peroxide should only be made of glass, stainless steel, aluminum or plastic. Pipes and equipment should be passivated before first use. Hydrogen peroxide should be stored only in vented containers and transferred only in a prescribed manner.

**CONDITIONS FOR SAFE STORAGE**
Keep containers in cool areas out of direct sunlight and away from combustibles. Provide mechanical general and/or local exhaust ventilation to prevent release of vapor or mist into work environment.
### Incompatible Products

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

### ENGINEERING CONTROLS

Ensure that eyewash stations and safety showers are close to the workstation location. Ensure adequate ventilation.

### RESPIRATORY PROTECTION

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

### SKIN PROTECTION

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

### EYE/FACE PROTECTION

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

### HAND PROTECTION

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

### EXPOSURE LIMITS/GUIDELINES

<table>
<thead>
<tr>
<th></th>
<th>NIOSH</th>
<th>OSHA PEL</th>
<th>ACGIH TLV</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDLH</td>
<td>75 ppm</td>
<td>TWA: 1 ppm</td>
<td>TWA: 1 ppm</td>
</tr>
<tr>
<td>TWA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PHYSICAL AND CHEMICAL PROPERTIES

- **COLOR**: Clear
- **ODOR**: Slightly pungent odor
- **pH VALUE**: \( \leq 3.0 \)
- **MELTING POINT**: NA
- **FREEZING POINT**: \(-52^\circ C\)
- **MOLECULAR WEIGHT**: 34
- **ODOR THRESHOLD**: NA
- **VAPOR PRESSURE**: 18 mm Hg @ 30 °C
- **VAPOR DENSITY**: NA
- **RELATIVE DENSITY**: 1.2 @ 20 °C
<table>
<thead>
<tr>
<th>INITIAL BOILING POINT</th>
<th>239 °F</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLUBILITY</td>
<td>Soluble in water</td>
</tr>
<tr>
<td>FLASHPOINT</td>
<td>Not flammable</td>
</tr>
<tr>
<td>PARTITION COEFFICIENT</td>
<td>log Kow = -1.5 @ 20 °C</td>
</tr>
<tr>
<td>EVAPORATION RATE</td>
<td>&gt; 1 (n-butyl acetate = 1)</td>
</tr>
<tr>
<td>AUTO IGNITION TEMP.</td>
<td>Not combustible</td>
</tr>
<tr>
<td>FLAMMABILITY</td>
<td>NA</td>
</tr>
<tr>
<td>DECOMP. TEMP.</td>
<td>100 °C (adiabatic)</td>
</tr>
<tr>
<td>VISCOSITY</td>
<td>1.17 cP @ 20 °C</td>
</tr>
<tr>
<td>LEL</td>
<td>NA</td>
</tr>
<tr>
<td>SPECIFIC GRAVITY</td>
<td>1.2</td>
</tr>
</tbody>
</table>

**SECTION 10: STABILITY AND REACTIVITY**

**REACTIVITY**

Reactive and oxidizing agent.

**CHEMICAL STABILITY**

Stable under normal conditions. Decomposes on heating. Stable under recommended storage conditions.

**POSSIBILITY OF HAZARDOUS REACTIONS**

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

**CONDITIONS TO AVOID**

Excessive heat; Contamination; Exposure to UV-rays; pH variations.

**HAZARDOUS DECOMPOSITION PRODUCTS**

Oxygen which supports combustion. Liable to produce overpressure in container.

**SECTION 11: TOXICOLOGICAL INFORMATION**

**INHALATION**

- ACUTE: Irritating to the nose, throat, and respiratory tract.
- CHRONIC: Not known as this time.

**SKIN**

- ACUTE: Corrosive to skin. Causes serious burns.
- CHRONIC: Not known as this time.

**EYE**

- ACUTE: Corrosive. Risk of serious damage to eyes.

**INGESTION**

- ACUTE: Harmful and may be fatal if swallowed. This product will burn the mouth, throat, and stomach. Oxygen gas in the esophagus and stomach causes extreme swelling leading to severe injuries.
- CHRONIC: Not known as this time.

**LD50**

- ORAL: 50% solution: LD50 > 225 mg/kg bw (rat)
- 35% solution: LD50 > 1193 mg/kg bw (rat)
- 70% solution: LD50 1026 mg/kg bw (rat)
- DERMAL: 35% solution: LD50 > 2000 mg/kg bw (rabbit)
- 70% solution: LD50 > 9200 mg/kg bw (rabbit)

**LC50**

- 50% solution: LC50 > 170 mg/m³ (rat) (4-hr)
- Hydrogen Peroxide vapors: LC0 9400 mg/m³ (mouse) (5 - 15 minutes)
- Hydrogen Peroxide vapors: LC50 > 2160 mg/m³ (mouse)

**ACUTE TOXICITY ESTIMATES**

NA

**CARCINOGENICITY/MUTAGENICITY**

This product contains hydrogen peroxide. The International Agency for Research on Cancer (IARC) has concluded that there is inadequate evidence for carcinogenicity of hydrogen peroxide in humans, but limited evidence in experimental animals (Group 3 – not classifiable as to its carcinogenicity to humans). The American Conference of Governmental Industrial Hygienists (ACGIH) has concluded that hydrogen peroxide is a 'Confirmed Animal Carcinogen with Unknown Relevance to Humans' (A3). This product is not recognized as mutagenic by Research Agencies. In vivo tests did not show mutagenic effects.

**REPRODUCTIVE EFFECTS**

This product is not recognized as a reproductive hazard by Research.
SAFETY DATA SHEET

NEUROTOXICITY

Agencies. No toxicity to reproduction in animal studies.

OTHER EFFECTS

Not known as this time.

TARGET ORGANS

Aspiration risk: may cause lung damage if swallowed.

Eyes, Respiratory System, Skin.

Ecotoxicity effects

Hydrogen peroxide is naturally produced by sunlight (between 0.1 and 4 ppb in air and 0.001 to 0.1 mg/L in water). Not expected to have significant environmental effects.

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

<table>
<thead>
<tr>
<th>Active Ingredient(s)</th>
<th>Duration</th>
<th>Species</th>
<th>Value</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydrogen peroxide</td>
<td>96 h LC50</td>
<td>Fish Pimephales</td>
<td>16.4</td>
<td>mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>promelas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrogen peroxide</td>
<td>72 h LC50</td>
<td>Fish Leucisus Idus</td>
<td>35</td>
<td>mg/L</td>
</tr>
<tr>
<td>Hydrogen peroxide</td>
<td>48 h EC50</td>
<td>Daphnia pulex</td>
<td>2.4</td>
<td>mg/L</td>
</tr>
<tr>
<td>Hydrogen peroxide</td>
<td>24 h EC50</td>
<td>Daphnia magna</td>
<td>7.7</td>
<td>mg/L</td>
</tr>
<tr>
<td>Hydrogen peroxide</td>
<td>72 h EC50</td>
<td>Algae Skeletonema</td>
<td>1.38</td>
<td>mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>costatum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrogen peroxide</td>
<td>21 d NOEC</td>
<td>Daphnia magna</td>
<td>0.63</td>
<td>mg/L</td>
</tr>
</tbody>
</table>

Persistence and degradability

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

Bioaccumulation

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

Mobility

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

Other Adverse Effects

Decomposes into oxygen and water. No adverse effects.

**SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES**

**SPILL/LEAK PROCEDURES**

- Keep combustibles (wood, paper, oil, etc.) away from spilled material.
- Do not touch damaged containers or spilled material unless wearing appropriate protective clothing.
- Stop leak if you can do it without risk.
- Do not get water inside containers.

**CLEANUP**

Small Dry Spill
- With clean shovel place material into clean, dry container and cover loosely; move containers from spill area.

Small Liquid Spill
- Use a non-combustible material like vermiculite or sand to soak up the product and place into a container for later disposal.

Large Spill
- Diike far ahead of liquid spill for later disposal.
- Following product recovery, flush area with water.

**REGULATORY REQUIREMENTS**

US EPA Waste Number D001 D003

**DISPOSAL**

Dispose of in accordance with local regulations. Can be disposed as waste water, when in compliance with local regulations.

Contaminated Packaging Dispose of in accordance with local regulations.

Drums - Empty as thoroughly as possible. Triple rinse drums before disposal.

Avoid contamination; impurities accelerate decomposition. Never return product to original container.
# SAFETY DATA SHEET

## LAND - DOT

<table>
<thead>
<tr>
<th>UN/NA IDENTIFICATION NUMBER</th>
<th>UN 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>UN-PROPER SHIPPING NAME</td>
<td>Hydrogen peroxide, aqueous solutions with more than 40 percent but not more than 60 percent hydrogen peroxide (stabilized as necessary)</td>
</tr>
<tr>
<td>TRANSPORT HAZARD CLASS</td>
<td>5.1, 8</td>
</tr>
<tr>
<td>PACKING GROUP</td>
<td>II</td>
</tr>
<tr>
<td>MARINE POLLUTANT</td>
<td>Not known</td>
</tr>
<tr>
<td>HAZARD CLASS</td>
<td>5.1, 8</td>
</tr>
</tbody>
</table>

## WATER - IMO/IMDG

<table>
<thead>
<tr>
<th>UN/NA IDENTIFICATION NUMBER</th>
<th>UN 2014</th>
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</tr>
<tr>
<td>PACKING GROUP</td>
<td>II</td>
</tr>
<tr>
<td>MARINE POLLUTANT</td>
<td>Not known</td>
</tr>
</tbody>
</table>

## AIR - ICAO/IATA

For product quantities less than 0.5 Kg

<table>
<thead>
<tr>
<th>UN/NA IDENTIFICATION NUMBER</th>
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</tr>
</thead>
<tbody>
<tr>
<td>UN-PROPER SHIPPING NAME</td>
<td>Forbidden</td>
</tr>
<tr>
<td>TRANSPORT HAZARD CLASS</td>
<td>Forbidden</td>
</tr>
<tr>
<td>PACKING GROUP</td>
<td>Forbidden</td>
</tr>
<tr>
<td>MARINE POLLUTANT</td>
<td>Forbidden</td>
</tr>
</tbody>
</table>

## REGULATORY INFORMATION

<table>
<thead>
<tr>
<th>OSHA</th>
<th>Corrosive, Oxidizer</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSHA</td>
<td>NA</td>
</tr>
<tr>
<td>CAA</td>
<td>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)</td>
</tr>
<tr>
<td>CERCLA</td>
<td>Yes RQ: 1000lbs. (only for concentrations of &gt; 52%)</td>
</tr>
<tr>
<td>SARA</td>
<td>No</td>
</tr>
<tr>
<td>SARA HAZARD CATEGORIES 311/312</td>
<td>Acute: Yes Chronic: No Fire: Yes Pressure Release: No Reactive: No</td>
</tr>
<tr>
<td>TSCA</td>
<td>Yes</td>
</tr>
</tbody>
</table>

## OTHER INFORMATION

**DISCLAIMER:** The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the user thereof. It is the buyer’s responsibility to ensure that its activities comply with federal, state, provincial and local laws.

**REVISION INDICATOR:** Revision 0: (This SDS replaces the former MSDS for this product pursuant to OSHA 1910.1200(g) Appendix D. The MSDS for this product should be considered obsolete).
EXHIBIT B:
Insurance Requirements  
(Chemical Vendor - Hydrogen Peroxide)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability (AL): ISO Form Number CA 00 01 covering any auto (Code 1) with combined single limits of liability of no less than $1,000,000 per accident for bodily injury and property damage, including MCS90 endorsement form.

3. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

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

- Additional Insured Status
  The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both...
CG 20 10 and CG 20 37 if a later edition is used). Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

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

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

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

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

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

- **Claims Made Policies**
  If any of the required policies provide claims-made coverage:

  - The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

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

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

- **Certificate holder address**
  Proper address for mailing certificates, endorsements and notices shall be:
  
  - City of Stockton
  - Attention: Risk Services
  - 425 N. El Dorado Street
  - Stockton, CA 95202

  City of Stockton Risk Services Phone: 209-937-5037
  City of Stockton Risk Services Fax: 209-937-8558

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

- **Subcontractors**
  If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor’s insurance shall have the same impact as described above.
June 3, 2019

Jennifer R. Miller
Evoqua Water Technologies, LLC
2650 Tallevast Road
Sarasota, FL 34243

CITY OF STOCKTON CONTRACT EXTENSION WITH EVOQUA WATER TECHNOLOGIES, LLC FOR HYDROGEN PEROXIDE

The City of Stockton has approved a four-month extension to your current contract for the purchase of hydrogen Peroxide 50%. According to Paragraph 1 of the executed Agreement for the Purchase of Goods and Services, the City may grant up to three additional one-year extensions to the original contract.

Your contract for Municipal Utilities Department purchase of Hydrogen Peroxide 50% at the purchase price of $2.112 per gallon has been extended and will now expire on October 31, 2019. All other terms and conditions of the original contract shall remain in effect.

KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM AND CONTENT

Deputy City Attorney

ATTEST:
CLERK OF THE CITY OF STOCKTON

emc: Justin DuPée, Senior Procurement Specialist
Rhett Ussery, Evoqua Water Technologies, LLC

OD://.../Work in progress/Operations/Chemical/EvoquaContExtLtr2019.docx
May 28, 2019

Deedee A. Antypas
Program Manager III
City of Stockton
Department of Municipal Utilities
2500 Navy Drive
Stockton, CA 95206-1147
Email: deedee.antypas@stocktonca.gov

RE: 2019 HYDROGEN PEROXIDE CONTRACT EXTENSION
CITY OF STOCKTON, CA
Evoqua Quote No. Q190214MJ05r1

Dear Ms. Antypas:

Evoqua Water Technologies greatly appreciates the opportunity to continue our relationship with the City of Stockton by requesting an extension of the current HYDROGEN PEROXIDE (50% Solution) Contract. The requested contract extension effective dates are from July 1, 2019 through October 31, 2019. The delivered price for HYDROGEN PEROXIDE (50% Solution) will be $2.112 per gallon. The price quoted reflects a 5% price increase from 2018 Commodity Market Pricing. Evoqua will evaluate and honor HYDROGEN PEROXIDE (50% Solution) Commodity Market Pricing in July of 2019. The current Contract will remain primarily the same and unchanged except for the above stated pricing. Evoqua looks forward to continuing our relationship as partners whereby the City and Evoqua work together to deliver the most efficient, cost effective and sustainable program possible.

The above price is for HYDROGEN PEROXIDE (50% Solution) and does not include service. Any applicable taxes due are not included.

The current contract Terms and Conditions are considered part of this notice and shall prevail.

If you have any questions or should you require additional information, please feel free to contact me at (941) 359-7930. Thank you for your continued business.

Sincerely,

Evoqua Water Technologies LLC

[Signature]

Jennifer R. Miller
Vice President and General Manager
Municipal Services
CITY CONTRACT TYPE (select one)
- Original
- Amendment/Change Order
- Grant
- Subdivision Agreement
- Other

Contract Number: 2017-02-04-1106-05 NP

CITY MANAGER'S OFFICE
CITY OF STOCKTON

RECEIVED
City Manager
Date Received: JUN 17 2019

CITY CONTRACT ROUTING FORM

CONTRACT INFORMATION
- Contract Amount: $2.112/gallon (approx. $65,000)
- Contract Title: Agreement for purchase of Hydrogen Peroxide 50% (MUD)
- Vendor/Other Party: Evoqua Water Technologies LLC
- Contract Start Date: 7/1/19
- Contract End Date: 10/31/19
- Contract Term: 6 months

COUNCIL APPROVAL REQUIRED? ☒ Yes ☐ No

Council approval required for contracts over $75,000 for FISCAL YEAR: 19/20

Motion/Resolution/Ordinance No: 2017-06-06-1106, Legis#17-3618

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):
- Business License Required? ☐ Yes ☒ No
- Business License No: 19-00120636 exp 6/30/19
- Bonds Required? ☒ Yes ☐ No
- Insurance Required? ☒ Yes ☐ No
- Notary Required? ☐ Yes ☒ No
- Recordation Required? ☒ Yes ☐ No

Mandatory Routing Order

1. DEPARTMENT: Municipal Utilities Department
   - Project Mgr: Kathryn Garcia
     - ext: 8232
   - Staff: Carolyn Avra
     - ext: 8751

2. PROCUREMENT
   - Approved (✓) Name/Signature: [Signature]
     - Forwarded to: Risk on: 6/10/19

3. VENDOR/OTHER PARTY
   - Signed (✓) originals on: 2/28/19
     - Forwarded to: Department on: 2/28/19

4. RISK SERVICES
   - Insurance on: 6/12/19
     - Forwarded to: City Attorney on: 6/12/19
   - Bonds approved on: 6/12/19
     - Forwarded to: City Clerk on: 6/12/19
   - RM #: 19-479

5. CITY ATTORNEY
   - Approved as to Form and Content on: 6/12/19
     - Forwarded to: City Manager on: 6/14/19

6. CITY MANAGER
   - Signed by City Manager on: 6/15/19
     - Forwarded to: City Clerk on: 6/15/19

7. CITY CLERK
   - City Clerk attested on: 6/24/19
     - Returned (✓) original(s) to dept. on: 6/24/19
     - Retained (✓) original(s) for City's file.
     - Hard Copy on file? Yes ☒ No ☐ OB #

8. ORIGINATING DEPARTMENT: Municipal Utilities Department
   - Requisition No.
   - Original sent to vendor on: [Date]

9. PROCUREMENT: Purchase Order No. [PO Number]
MEMORANDUM

June 3, 2019

TO: Kurt O. Wilson, City Manager

FROM: John Abrew, Director of Municipal Utilities

SUBJECT: CONTRACT EXTENSION - PURCHASE OF HYDROGEN PEROXIDE FROM EVOQUA WATER TECHNOLOGIES, LLC

The Municipal Utilities Department (MUD) Regional Wastewater Control Facility (RWCF) participates in the Bay Area Chemical Consortium (BACC) competitive bid process for water and wastewater treatment chemicals to take advantage of lower prices from multi-agency combined purchases. Hydrogen Peroxide 50% is used in the wastewater treatment process to reduce the levels of Hydrogen Sulfide (H₂S) in the Headworks. High levels of H₂S create odor problems and are dangerous for staff working in the area.

On June 6, 2017, Council awarded a contract for the purchase of Hydrogen Peroxide 50% to Evoqua Water Technologies, LLC (Evoqua) at a rate of $2.011 per gallon. The term of the contract was for one year from July 1, 2017, through June 30, 2018, and allowed the option of extending for up to three additional one-year periods. The first one-year extension was authorized in May 2018 to lengthen the contract period with Evoqua through June 30, 2019, at a price of $2.011 per gallon. The BACC bid for Fiscal Year (FY) 2019-20 did not include hydrogen peroxide due to a lack of participants. In addition to the chemical purchase, the City leases from Evoqua the storage tank, dosing system, and licensing to use their monitoring software as a complete package. Until the RWCF Modifications Project is completed in 2024 and a permanent system is installed, it will be necessary to continue to rent the equipment currently in place.

The MUD staff request a four-month extension with a 5% price increase to $2.112 per gallon. This increase is reflective of the costs passed down by their suppliers. Additionally, this cost is significantly less than prior contracts for this chemical (e.g., in FY 2015/16, the City was paying $3.055 per gallon). If approved, the second contract extension with Evoqua will run from July 1, 2019 through October 31, 2019 with all conditions from the original contract still in full force and effect. The contract allows for an annual price increase, if approved by both parties.

Staff is requesting approval by letter of a four-month contract extension with Evoqua Water Technologies, LLC, for the purchase of Hydrogen Peroxide 50% for wastewater treatment, at the rate of $2.112 per gallon.
Evoqua has fulfilled their obligations under the current contract with the existing terms and conditions. The MUD has reviewed their work performance, responsibilities, and cost effectiveness and found the contract extension to be in the best interest of the City. Funding for the additional four-month term is being considered by Council for approval as part of the FY 2019-20 budget process.

JOHN ABREW
DIRECTOR OF MUNICIPAL UTILITIES

JA:KMG:cla

Attachments
May 3, 2018

Ms. Jennifer R Miller
Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

CITY OF STOCKTON CONTRACT EXTENSION FOR HYDROGEN PEROXIDE

The City of Stockton has approved the first one-year extension to your current contract for the purchase of Hydrogen Peroxide 50%. According to Paragraph 1 of the executed Agreement for the Purchase of Goods and Services, the City may grant up to three additional one-year extensions to the original contract.

The contract for Municipal Utilities Department purchase of Hydrogen Peroxide 50% at the current contract price of $2.011 per gallon has been extended and will now expire on June 30, 2019. All other terms and conditions of the original contract shall remain in effect.

KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM AND CONTENT

By
Deputy City Attorney

ATTEST:
CLERK OF THE CITY OF STOCKTON

emc: Daniel Garza, Senior Procurement Specialist
cc: Rhett Ussery, Evoqua
MEMORANDUM

May 3, 2018

TO: Kurt O. Wilson, City Manager

FROM: John Abrew, Director of Municipal Utilities

SUBJECT: CONTRACT EXTENSION – PURCHASE OF HYDROGEN PROXIDE FROM EVOQUA WATER TECHNOLOGIES, LLC

The Municipal Utilities Department (MUD) Regional Wastewater Treatment Facility participates in the Bay Area Chemical Consortium (BACC) competitive bid process for water and wastewater treatment chemicals to take advantage of lower prices from multi-agency combined purchases. Hydrogen Peroxide 50% is used in the wastewater treatment process to reduce the levels of Hydrogen Sulfide (H2S) in the Headworks. High levels of H2S create odor problems and are dangerous for staff working in the area.

On June 6, 2017, Council awarded a contract for the purchase of Hydrogen Peroxide 50% to Evoqua Water Technologies, LLC (Evoqua) at a rate of $2.011 per gallon. The term of the contract was for one year from July 1, 2017 through June 30, 2018, and allowed the option of extending for up to three additional one-year periods. The BACC bid for hydrogen peroxide is for the chemical only. The City leases the storage tank, dosing system, and licensing to use their monitoring software from Evoqua as a complete package.

If approved, the first contract extension with Evoqua will run from July 1, 2018 through June 30, 2019 with all conditions and pricing from the original Contract still in full force and effect. Staff is requesting approval by letter of the first annual contract extension with Evoqua Water Technologies, LLC for the purchase of Hydrogen Peroxide 50% for wastewater treatment at the same rate of $2.011 per gallon.

Evoqua has fulfilled their obligations under the current contract with the existing terms and conditions, and is requesting that the one-year extension be granted. MUD has reviewed their work performance, responsibilities, and cost effectiveness and found the contract extension to be in the best interest of the City. Funding for the additional contract year is being considered by Council for approval as part of the FY 2018-19 budget process.

JOHN ABREW
DIRECTOR OF MUNICIPAL UTILITIES

JA:DAA:cla

emc Daniel Garza, Senior Buyer
February 1, 2018

Deedee A. Antypas
Program Manager III
City of Stockton
Department of Municipal Utilities
2500 Navy Drive
Stockton, CA 95206-1147
Email: deedee.antypas@stocktonca.gov

RE: 2018-2019 HYDROGEN PEROXIDE CONTRACT EXTENTION FOR THE CITY OF STOCKTON
Evoqua Quote No. Q180129MJ02

Evoqua Water Technologies greatly appreciates the opportunity to continue our relationship with the City of Stockton by requesting an extension of the current HYDROGEN PEROXIDE (50% Solution) Contract for one (1) additional year. The requested one-year contract extension effective dates are from July 1, 2018 through June 30, 2019. Your current delivered price for HYDROGEN PEROXIDE (50% Solution) is $2.011 per gallon. The current Contract will remain primarily the same and unchanged to include price. Evoqua looks forward to continuing our relationship as partners whereby the City and Evoqua work together to deliver the most efficient, cost effective and sustainable program possible.

The above price is for HYDROGEN PEROXIDE (50% Solution) and does not include service. Any applicable taxes due are not included.

The current contract Terms and Conditions are considered part of this notice and shall prevail.

If you have any questions or should you require additional information, please feel free to contact me at (941) 359-7930. Thank you for your continued business.

Sincerely,

Evoqua Water Technologies LLC

Jennifer R. Miller
Vice President and General Manager
Municipal Services
EXECUTE CONTRACT AGREEMENTS TO PURCHASE WATER AND WASTEWATER TREATMENT CHEMICALS THROUGH THE BAY AREA CHEMICAL CONSORTIUM AND APPROVE FINDINGS

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute contracts for the purchase of chemicals for water and wastewater treatment for Fiscal Year 2017-18, and

2. Approve findings in support of an exception to the competitive bidding process.

It is also recommended that the motion authorize the City Manager to take appropriate and necessary actions to carry out the purpose and the motion.

Summary

To obtain a potential reduction in the purchase of water and wastewater treatment chemicals, the City joined the Bay Area Chemical Consortium (BACC) in 2013. BACC is a group of 47 public agencies within eight regions located throughout the Central Valley and Bay Area that coordinate their chemical bids to obtain the best possible bulk bid prices through a competitive process. This will be the fifth year that the Municipal Utilities Department (MUD) participated in the BACC bid process. Significant cost savings have been realized by the City’s participation in the Consortium. The chemicals to be purchased and the recommended suppliers are:

1. Hill Brothers Chemical Company of Brea, CA for the purchase of Aqueous Ammonia at $1.26 per gallon (Attachment A).
2. Evoqua Water Technologies LLC of Sarasota, FL for the purchase of Calcium Nitrate at $2.035 per gallon solution ($0.4625 per dry pound) (Attachment B).
3. Sierra Chemical Company of Sparks, NV for the purchase of Citric Acid at $5.50 per gallon (Attachment C).
4. Thatcher Company of Sacramento, CA for the purchase of Ferric Chloride at $498.00 per dry ton (Attachment D).
5. Evoqua Water Technologies LLC of Sarasota, FL for the purchase of Hydrogen Peroxide at $2.011 per gallon (Attachment E).
6. Univar USA, Inc. of Kent, WA for the purchase of Sodium Bisulfite at $1.59 per gallon. (Attachment F).
7. Univar USA, Inc. of Kent, WA for the purchase of Sodium Hydroxide at $0.2894 per dry pound (25%), and $0.2557 per dry pound (50%) (Attachment G).
8. Univar USA, Inc. of Kent, WA for the purchase of Sodium Hypochlorite at $0.482 per gallon.
9. Sierra Chemical of Sparks, NV for the purchase of Sulfur Dioxide at $0.515 per pound (Attachment I).
10. Univar USA, Inc. of Kent, WA for the purchase of Sulfuric Acid at $0.875 per gallon (Attachment J).

By this action, the City Council will authorize the City Manager to execute 10 contracts for the purchase of water and wastewater treatment chemicals to the most responsive, responsible, and competitive vendor for each chemical. The term of each contract will be for one year with options to extend the contracts on a year-to-year basis, not to exceed three yearly renewals.

DISCUSSION

Background

Various chemicals are necessary in the water and wastewater treatment process. The chemicals induce changes in the water or wastewater that will reduce hazardous conditions and/or remove specific impurities. These chemical and physical changes are necessary to meet our water and discharge permit requirements.

To obtain a potential reduction in the cost of water and wastewater treatment chemicals, the City joined the Bay Area Chemical Consortium (BACC) in 2013. BACC is a group of 47 public agencies from eight regions located throughout the Central Valley and Bay Area that coordinate their chemical bids to obtain the best possible bulk bid prices through competitive procurements. BACC members pay a lump sum of approximately $400 per bid to facilitate the bidding process. Dublin San Ramon Services District (DSRSD), the coordinating Agency for BACC, coordinated all bid specification preparations and advertisements this year. The purpose of the BACC is to allow agencies to combine the chemical purchases together to create a bulk quantity for bid pricing. The BACC awards to the lowest overall bidder for each chemical in each region. Participants are encouraged not to vary from the lowest overall bid, as it would undermine the prices quoted for bulk quantities.

MUD participated in the preparation of the bid specifications and selected the specific chemicals required at Regional Wastewater Control Facility (RWCW), the Delta Water Treatment Plant (DWTP), and the Wastewater Collections System. The combined solicitations of all the agencies are a cooperative purchase agreement that offers vendors an opportunity to sell greater quantities of their products, resulting in lower prices for the agencies.

Present Situation

Chemical costs vary from year-to-year. To obtain the best possible price, the City sought a larger venue for the chemical bids by joining BACC. The invitation to bid was advertised by BACC in the Bay Area Newsgroup newspaper on March 2, 2017 for each chemical. In addition, notice was sent on March 6, 2017, to all vendors registered with the City’s Bid Flash of the bid release, with a link to the BACC bid site. The bids were opened by DSRSD, as the coordinating agency, and read aloud to all in attendance on April 4, 2017. Results of the bids were then released to BACC members. The bids of interest to the City are shown in the table on the following page:
<table>
<thead>
<tr>
<th>Chemical</th>
<th>Unit</th>
<th>16-17 Rate $/Unit</th>
<th>17-18 Lowest Bidder</th>
<th>17-18 Rate $/Unit</th>
<th>Unit Price Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aqueous Ammonia</td>
<td>Gal</td>
<td>$1.015</td>
<td>Hill Brothers Co, Brea CA</td>
<td>$1.26</td>
<td>$+0.245</td>
</tr>
<tr>
<td>Calcium Nitrate¹</td>
<td>Gal</td>
<td>–</td>
<td>Evoqua Water Technologies, Sarasota FL</td>
<td>$2.035</td>
<td>N/A</td>
</tr>
<tr>
<td>Citric Acid</td>
<td>Gal</td>
<td>$5.79</td>
<td>Sierra Chemical Co, Sparks NV</td>
<td>$5.50</td>
<td>-$0.29</td>
</tr>
<tr>
<td>Ferric Chloride</td>
<td>Dry Ton</td>
<td>$437.78</td>
<td>Thatcher Co., Sacramento CA</td>
<td>$498.00</td>
<td>$+61.00</td>
</tr>
<tr>
<td>Hydrogen Peroxide</td>
<td>Gal</td>
<td>$3.147</td>
<td>Evoqua Water Technologies, Sarasota FL</td>
<td>$2.011</td>
<td>-$1.136</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Gal</td>
<td>$0.95</td>
<td>Univar USA, Inc., Kent WA</td>
<td>$1.59</td>
<td>$+0.64</td>
</tr>
<tr>
<td>Sodium Hydroxide (25%)</td>
<td>Dry Lb</td>
<td>$0.2200</td>
<td>Univar USA, Inc., Kent WA</td>
<td>$0.2894</td>
<td>$+0.0694</td>
</tr>
<tr>
<td>Sodium Hydroxide (50%)</td>
<td>Dry Lb</td>
<td>$0.1990</td>
<td>Univar USA, Inc., Kent WA</td>
<td>$0.2557</td>
<td>$+0.0567</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Gal</td>
<td>$0.4105</td>
<td>Univar USA, Inc., Kent WA</td>
<td>$0.482</td>
<td>$+0.0715</td>
</tr>
<tr>
<td>Sulfur Dioxide</td>
<td>Lb</td>
<td>$0.465</td>
<td>Sierra Chemical Co. of Sparks NV</td>
<td>$0.515</td>
<td>$+0.05</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Gal</td>
<td>$4.25</td>
<td>Univar USA, Inc., Kent WA</td>
<td>$0.875²</td>
<td>-$1.83³</td>
</tr>
</tbody>
</table>

¹ Calcium Nitrate was not purchased in 2016-2017.
² Additional charge of $290/foot for deliveries less than 2000 gallons will be added.
³ Based on estimated total per gallon charge for 8 deliveries per year less than 2000 gallons.

The lowest responsible, responsive bidder was determined by the overall lowest cost provided to all BACC member agencies in each region. Contracts are awarded to the lowest overall bidder to all the agencies within the designated regions to take advantage of the lower bulk quantity bids. Choosing a bid other than the lowest overall bid undermines the intent of the consortium and negates the value of participation in the consortium.

Findings

Stockton Municipal Code Section 3.68.070(A)(5) provides for an exception to the competitive bidding requirements in cases where City Council approves findings that support and justify the purchase through a cooperative purchasing agreement.

Proposed findings to support this purchase are:

1. The Bay Area Chemical Consortium (BACC) is a group of 47 public agencies that coordinated their chemical bids to obtain the best possible bulk bid price.
2. The BACC conducts a competitive bid process to obtain the best possible bulk bid price.
3. The City of Stockton joined the BACC to participate in their public bidding process of chemicals necessary for the water and wastewater treatment processes.
4. The bid specification used by the BACC has been reviewed and determined to be compatible with City of Stockton standards.
5. Participation in the BACC cooperative purchase agreement best serves the City by saving money on larger scale chemical purchases and is in the best interest of the public.
6. All 10 of the proposed contracts are cooperative purchasing agreements authorized by the City Council for the purchase of supplies or services through other governmental jurisdictions or public agencies.

FINANCIAL SUMMARY

Funds will be available following Council approval of the FY 2017-18 budget for the procurement of each chemical for FY 2017-18 from the following accounts and as allocated in the table below:

<table>
<thead>
<tr>
<th>Chemical</th>
<th>Estimated Quantity</th>
<th>Cost/Unit</th>
<th>Wastewater Estimated Cost</th>
<th>Water Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aqueous Ammonia</td>
<td>30,000 gal WW</td>
<td>$1.26</td>
<td>$37,800</td>
<td>$7,560</td>
</tr>
<tr>
<td></td>
<td>6,000 gal W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calcium Nitrate</td>
<td>48,000 Gal Coll</td>
<td>$2.035</td>
<td>$97,680</td>
<td>--</td>
</tr>
<tr>
<td>Citric Acid</td>
<td>2,000 Gal</td>
<td>$5.50</td>
<td>--</td>
<td>$11,000</td>
</tr>
<tr>
<td>Ferric Chloride</td>
<td>400 Dry Tons</td>
<td>$498.00</td>
<td>$199,200</td>
<td>--</td>
</tr>
<tr>
<td>Hydrogen Peroxide</td>
<td>120,000 Gal</td>
<td>$2.011</td>
<td>$241,320</td>
<td>--</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>150,000 Gal WW</td>
<td>$1.59</td>
<td>$238,500</td>
<td>$3,180</td>
</tr>
<tr>
<td></td>
<td>2,000 Gal W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sodium Hydroxide (25%)</td>
<td>60,000 Gal WW</td>
<td>$0.2894</td>
<td>$17,364</td>
<td>$3,473</td>
</tr>
<tr>
<td></td>
<td>12,000 Gal W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sodium Hydroxide (50%)</td>
<td>24,000 Gal WW</td>
<td>$0.2557</td>
<td>$6,136 WW</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>115,000 Gal Coll</td>
<td></td>
<td>$29,406 Coll</td>
<td></td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>500,000 Gal WW</td>
<td>$0.482</td>
<td>$241,000</td>
<td>$96,400</td>
</tr>
<tr>
<td></td>
<td>200,000 Gal W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sulfur Dioxide</td>
<td>200,000 Lbs</td>
<td>$0.515</td>
<td>$103,000</td>
<td>--</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>1,500 Gal (12T)</td>
<td>$0.875</td>
<td>--</td>
<td>$3,633$^1</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$1,211,406</td>
<td>$125,246</td>
</tr>
</tbody>
</table>

^1 Includes additional $290/load charge for deliveries less than 2000 gal. Estimate 8 deliveries/year.

The quantities listed above are estimates only. The actual quantities purchased may vary depending on treatment needs and will be purchased at the contracted rates. Purchase of these chemicals will follow Council's approval of the FY 2017-18 budget. Future chemical purchases will be budgeted in the same accounts in the following fiscal years to be approved by Council through the annual
budgeting process.

There is no impact to the General Fund, or any other unrestricted funds, from this action.

Attachment A - Contract for Aqueous Ammonia  
Attachment B - Contract for Calcium Nitrate  
Attachment C - Contract for Citric Acid  
Attachment D - Contract for Ferric Chloride  
Attachment E - Contract for Hydrogen Peroxide  
Attachment F - Contract for Sodium Bisulfite  
Attachment G - Contract for Sodium Hydroxide  
Attachment H - Contract for Sodium Hypochlorite  
Attachment I - Contract for Sulfur Dioxide  
Attachment J - Contract for Sulfuric Acid
chemicals for water and wastewater treatment for Fiscal Year 2017-18, and

2. Approving findings in support of an exception to the competitive bidding process, and

3. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and the motion.

Legislation Text

Attachment A - Ammonia
Attachment B - Calcium Nitrate
Attachment C - Citric Acid
Attachment D - Ferric Chloride
Attachment E - Hydrogen Peroxide
Attachment F - Sodium Bisulfite
Attachment G - Sodium Hydroxide
Attachment H - Sodium Hypochlorite
Attachment I - Sulfur Dioxide
Attachment J - Sulfuric Acid

11.7 16-3220 APPROVE RESOLUTION AUTHORIZING THE CALAVERAS RIVER BICYCLE AND PEDESTRIAN PATH

Resolution 2017-06-06-1107:

1. Approving the plans and specifications for the Calaveras River Bicycle and Pedestrian Path (Project No. PW1437/Project No. ATPL-5008(143)).

2. Appropriating $180,000 from Measure K funding (Fund 082) Pedestrian Bridge over Calaveras River (Project No. PW1316) to the Calaveras River Bicycle and Pedestrian Path (Project No. PW1437).

3. Awarding a Construction Contract in the amount of $733,722 to Robert Burns Construction, Inc. of Stockton, CA, for the Calaveras River Bicycle and Pedestrian Path (Project No. PW1437/Project No. ATPL-5008(143)).

4. Approving the San Joaquin Multi-Species Habitat Conservation and Open Space Plan, Incidental Take Minimization Measures (ITMM) and authorize payment to the San Joaquin Council of Governments for participation in the plan in the amount of $88,149.60 for the Calaveras River Bicycle and Pedestrian Path (Project No. PW1437/Project No. ATPL-5008(143)).

5. Authorizing the City Manager to take appropriate and necessary actions
CONTRACT ROUTING FORM

City of Stockton
City Manager's Office

CITY CONTRACT TYPE (select one)

- Original
- Amendment/Change Order
- Grant
- Subdivision Agreement
- Other

CONTRACT INFORMATION

Contract Number: 2017-06-06-1106-06 No
(For Clerk's Use)

Contract Amount: $ 2.011/gallon Approx. $380 k/yr

Contract Title: Agreement for Purchase of Hydrogen Peroxide 50% (MUD)

Vendor/Other Party: Evqua Water Technologies LLC

Contract Start Date: 7/1/18
Contract End Date: 8/30/19
Contract Term: 1 year

COUNCIL APPROVAL REQUIRED? ☐ Yes ☐ No (provide account # if no)

Council approval required for contracts over $75,000 for FISCAL YEAR: 2018/19

Motion/Resolution/Ordinance No: 2017-06-06-1106, Legis#17-3618

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):

Business License Required? ☐ Yes ☐ No
Business License No. 18-00120636, exp 6-30-18

Bonds Required? ☐ Yes ☐ No

Insurance Required? ☐ Yes ☐ No

Notary Required? ☐ Yes ☐ No

RECORDATION REQUIRED? ☐ Yes ☐ No

Mandatory Routing Order

1 DEPARTMENT:

DEPARTMENT HEAD APPROVAL

Project Mgr: Kat Garcia, ext: 8232
Staff: Carolyn Avra, ext: 8751
Forwarded to: Daniel Garza

2 PROCUREMENT

Approved ( ) Name/Signature: 
Forwarded to: Risk

3 VENDOR/OTHER PARTY

Signed ( ) originals on: 2-26-18
Forwarded to: Department

4 RISK SERVICES

Insurance on: 5-7-18
Bonds approved on: 6-7-18
Forwarded to: City Atty

5 CITY ATTORNEY

Approved as to Form and Content on: 5-7-18
Forwarded to: City Manager

6 CITY MANAGER

Signed by City Manager on: 
Forwarded to: City Clerk

7 CITY CLERK

City Clerk attested on: 5-15-18
Returned ( ) original(s) to dept. on: 
Retained ( ) original(s) for City's file. Hard Copy on file? ☐ Yes ☐ No ☐ OB #

8 ORIGINATING DEPARTMENT:

Requisition No. Original sent to vendor on: 
Copy of contract to be retained by department. Original on file in the Clerk's office.
Copy of contract sent to Purchasing on: 

9 PROCUREMENT: Purchase Order No. 51875 PUR No. 51875

RECEIVED

City Manager
Date Received

Mandatory Routing Order

...