

Meeting Date: 6/11/2013

Report Type: Consent

Report ID: 2013-00440

City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: Agreement: Liquid Aluminum Sulfate (Alum) for Drinking Water Treatment Plants

Location: Citywide

Issue: Liquid Aluminum Sulfate (Alum) is used as part of the water treatment process and an inventory is needed to ensure continuation of services to customers.

Recommendation: Pass a Motion: 1) awarding a contract for the purchase of Liquid Aluminum Sulfate (Alum) (Bid# B13141111007) to General Chemical Performance Products, for an initial term of one-year with up to four one-year extension options, in an amount not to exceed \$7,500,000 for the maximum five-year term; and 2) authorizing the City Manager, or the City Manager's designee, to approve the one-year extensions, provided that sufficient funds are available for this purpose in the budget adopted for the applicable fiscal year(s).

Contact: Michael Malone, Field Services Manager, (916) 808-6226; Dave Phillips, Water and Sewer Superintendent, (916) 808-5652, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Plant Svcs Administration

Dept ID: 14001211

Attachments:

1-Description/Analysis

2-Background

3-Exhibit A - B13141111007 Liquid Aluminum Sulfate (Alum)

4-Exhibit B - CC Bid Recap Form_B13141111008

5-Exhibit C - NPS Crystalline Sodium Fluoride Univar

City Attorney Review

Approved as to Form

Joe Robinson

6/4/2013 11:12:55 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

5/28/2013 3:30:31 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 6/3/2013 11:37:07 AM

Description/Analysis

Issue: The Department of Utilities (DOU) operates two water treatment plants, the Sacramento River Water Treatment Plant on the Sacramento River and the E.A. Fairbairn Water Treatment Plant on the American River. As part of the water treatment process, liquid aluminum sulfate (referred to as alum) is used to separate sediment particles from the water.

The DOU is proposing to secure a one-year contract for the purchase of alum with the option to renew the contract yearly for an additional four years for a total of no more than five years.

Policy Considerations: City Council approval is required for purchase contracts of \$100,000 or more.

Economic Impacts: Not applicable.

Environmental Considerations: The use of alum is an ongoing activity at the water treatment plants. This agreement would not result in any substantial change in the existing plant operations and processes. The use of alum is regulated by permit requirements for the State of California, Department of Public Health.

The Community Development Department's Environmental Planning Services Division has reviewed the project and has determined the project is exempt under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA. In addition, the ongoing purchase of supplies is not a "project" under CEQA Guidelines Section 15378(b)(2).

Sustainability: The alum purchased under this contract complies with the City's Sustainability Master Plan.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The DOU has an ongoing need to purchase alum for its inventory to ensure continuation of services to its customers. The Department advertised for bids through the City Clerk and City Procurement website and City Clerk opened three bids on May 22, 2013. The responsible and responsive low bidder was General Chemical Performance Products.

Financial Considerations: The proposed contract has an initial one-year term, with the option to extend for up to four additional one-year terms, for a total amount not-to-exceed \$7,500,000 for the maximum five-year term. Sufficient funding for the initial one-year term, in the amount of \$1,100,000, is available in the Department of Utilities, Plant Services Division FY2013/14 operating budget, as proposed. Extensions of the contract in

succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Emerging Small Business Development (ESBD): General Chemical Performance Products is not certified as an emerging or small business enterprise firm.

Background

The Department of Utilities (DOU), Plant Services Division, operates two water treatment plants, the Sacramento River Water Treatment Plant (SRWTP) on the Sacramento River and the E.A. Fairbairn Water Treatment Plant (EAFWTP) on the American River. During the water treatment process, Liquid Aluminum Sulfate (Alum) is used to separate sediment particles from the water.

The Plant Services Division is requesting approval to obtain a one-year contract, with the option to renew yearly for an additional four years, for a total of no more than five years. Per Bid #B13141111007 the low bidder's unit price is \$220 per dry ton at the estimated 5,000 pounds, for an initial one year total of \$1,100,000. The proposed pricing of \$220 per dry ton is currently 38.7% lower than our current FY 2012/13 pricing of \$358.90 per dry ton.

Pricing for subsequent years is subject to increases or decreases due to market demand and outside cost such as rail and freight expenses. Any increase in price for subsequent years requires written justification and is subject to review and approval by City staff. In addition, amount of chemical quantities used fluctuates from year to year and is dependent on multiple variables (i.e. amount of rainfall, river turbidity, drinking water demand, etc.). In order to cover any potential increases in cost and/or increased quantities of materials used over the next five years, staff has estimated an average 15% increase per year. DOU is requesting a not-to-exceed amount for a total of five years of approximately \$7,500,000 for the maximum potential term of five years. The table below indicates potential yearly cost increases, assuming a 15% per year cost increase.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
\$1,100,000	\$1,265,000	\$1,454,750	\$1,672,963	\$1,923,907	\$7,416,620

CITY OF SACRAMENTO

**Bid No. B13141111007
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM

ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to Deanne Neighbours at (916) 808-7955**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because _____

- Other reasons/comments: _____

- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COP OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement’s website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Closed Session Room # CH1104, 915 "I" Street, First Floor, Sacramento, CA, at or after 2:00 P.M. on May 22, 2013. After opening, Bids may be inspected in the City Clerk’s Office.

(Note: Bids must be submitted up to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City’s Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

- 10. **Faithful Performance Bond.** A faithful performance bond is: Not Required Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions

Department Name: Utilities

Attention: Deanne Neighbours

Email: dneighbours@cityofsacramento.org

Phone: (916)-808-3536

Technical Questions

Department Name: Utilities

Attention: Dan Houston

Email: dhouston@cityofsacramento.org

Phone: (916)-808-7082

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

- 14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

- 21. Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
- 22. Submission of Bids.** The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
915 I Street, New City Hall Building
First Floor, Room 1119 (Passport Acceptance Area)
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
915 I Street, New City Hall Building
First Floor, Room 1119 (Passport Acceptance Area)
Sacramento, CA. 95814-2604**

23. Bid Protest. Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.gcode.us/codes/sacramento/>.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B13141111007

FOR SERVICES/SUPPLIES: Liquid Aluminum Sulfate (Alum)

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the Abidder@ or the AContractor@) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC

ADDRESS: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

PHONE #: 800 631 8050 FAX #: 973 515 4461 E-MAIL: bids@genchemcorp.com

STATE TAX I.D. #: 100-965407 FED. TAX I.D. #: 74 3104940

(SALES TAX ID)

City of Sacramento Business Operation Tax Certificate #: PROVIDED UPON NOTICE OF AWARD

(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) 

PRINT NAME: PARUL KACHHIA-PATEL

TITLE: MARKETING SPECIALIST

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

Reinstatement, injunctive relief, compensatory damages and punitive damages

Reasonable attorney's fees and costs.

ATTACHMENT B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

**E. LOCAL BUSINESS ENTERPRISE (LBE)
PREFERENCE PROGRAM REQUIREMENTS**

(City Contracts, no Federal Funds Used)

I. LBE PREFERENCE PROGRAM

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference (LBE) Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.

The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the businesses in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time bids are received.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
 - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

III. APPLICATION OF LBE PREFERENCE

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by two percent (2%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by two percent (2%) of the total possible evaluation points.
- C. The LBE preference can be applied to Bids and Proposals in addition to the City of Sacramento Emerging and Small Business Development five percent (5%) preference program. Any bid or quotation submitted by a contractor that is certified as a Small Business Enterprise (SBE) or that is certified as an Emerging Business Enterprise (EBE) by the City of Sacramento, receives a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder.
- D. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

IV. DEFINITIONS

- A. **Local Business Enterprise (LBE):** A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. **Emerging Business Enterprise (EBE):** The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998 provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.
- C. **Small Business Enterprise (SBE):** The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.
- D. **Proposal:** Any response to a City solicitation for Proposals or Qualifications.
- E. **Bid:** Any response to a City solicitation for bids.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

- C. 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. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for

any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of

CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded with a base period beginning from **July 1, 2013** thru **June 30, 2014**.
2. **Contract Extension.** If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis under the same terms and conditions. However, in no case shall the renewal extend beyond 5 years from the date of award of the original contract.
3. **Estimated Quantities.** The bid quantity specified is based upon current known requirements and is subject to increase or decrease at the same terms and conditions. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.
4. **Invoices.** All Invoices under this Agreement shall be accompanied by (2) Proof of Publications which shall be sent to the person requesting the service. The printed proof(s) of the publication must be furnished using the same print used for the actual advertisement of printing on separate slips or sheets of paper. The invoice shall include the following information, at a minimum:
 - (1) Name of contractor
 - (2) Contract/Purchase Order number
 - (3) Description of advertisement item
 - (4) Date of advertisement
 - (5) Name of person placing Call
 - (6) Telephone of person placing call
5. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.
6. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.
7. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

A. The contractual point-of-contact for this contract is:

Project Manager:	Deanne Neighbours
Department:	Utilities
Division	Plant Services
Address	1391 35th Avenue, Sacramento, CA 95822
Phone	(916) 808-3536
E-Mail	dneighbours@cityofsacramento.org

8. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
9. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

10. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.
11. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.

B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

12. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.
13. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
14. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

15. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

16. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
17. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

18. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
19. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
20. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

21. Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy_SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

22. Award

The lowest responsible bidder(s) shall be required to enter into a non-professional services agreement with the City of Sacramento which is Attachment 1 of this bid.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

The liquid Aluminum Sulfate (Alum) shall be furnished in accordance with these specifications.

QUALITY

The liquid Aluminum Sulfate shall be in accordance with AWWA Standard B403’s latest revision. The liquid alum shall contain water soluble aluminum of not less than 4.23% as Al or 8% as Al₂O₃ or greater than 4.40% as Al or 8.33% as Al₂O₃. The manufacturer or supplier shall provide an affidavit that the Liquid Aluminum Sulfate (Alum) furnished under this specification complies with all applicable requirements of AWWA Standard B403 at the time of delivery. Also, this material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Chemicals-Health Effects.

Each load supplied under this bid shall meet the following criteria:

Product Standards	AWWA/ANSI B403-09 Aluminum Sulfate – Liquid, Ground, or Lump
Product Certification	ANSI/NSF Standard 60 Drinking Water Chemicals – Health Effects
Basicity	0% Free Acid, Free Alumina not to exceed 1%
Solubility	Water soluble Aluminum of not less than 4.23% or greater than 4.40% as Al or not less than 8% or greater than 8.33% as Al ₂ O ₃
Impurities	Total water soluble iron (expressed as Fe ₂ O ₃) content of Aluminum sulfate shall be not more than 0.35% on a basis of 4.23% as Al or 8% as Al ₂ O ₃
Clarity	Clear and shall permit the reading of flow-measuring devices without difficulty. Each load shall be visually inspected on-site by plant operational staff. Acceptance of each load based upon this visual inspection.
Insoluble and Suspended Matter	Shall not exceed 0.2%. Free from contaminating substances which could interfere with normal operations of City facilities by causing clogging or blockage of feed lines, valves, strainers, pumps, etc. Each load shall be visually inspected on-site by plant operational staff. Acceptance of each load based upon this visual inspection.
Specific Gravity Range	Range shall be between 1.320-1.330. Each load shall be tested on-site by plant operational staff. Acceptance of each load based upon specific gravity test results.

MSDS, ANALYSIS DATA AND CERTIFICATION

Bidders shall supply the Material Safety Data Sheet, an analysis of the aluminum sulfate, and the manufacturer’s specification sheet as part of the bid package together with the location of the manufacturer’s plant site. Bidders shall also supply proof with each shipment that the proposed product has been certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Treatment Chemicals – Health Effects.

SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products bid and to be supplied. Samples must be received within 5 working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

During the contract period, the City may perform selected inspections and tests to verify that the items and/or products supplied meet the requirements of this specification. Sampling shall consist of equal portions being taken at five equally spaced time intervals during the unloading of the tank truck or railroad car. The total sample shall equal 2 qt (2 L).

DELIVERY

Deliveries shall be made within three (3) working days after receipt of orders at any time during the contract period. Delivery shall be made in 3,000 gallon or larger tank trucks or trailers. Deliveries shall be made Monday through Friday, between 7:00 a.m. and 2:00 p.m., during which time the City will provide personnel to unload the alum from tank truck to receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City. The contractor shall observe the transfer filling operation at each filter plant and shall be responsible for minimizing any spillage due to such operation. It may be required that the alum be delivered to either or both of the following destinations:

**City of Sacramento
E.A. Fairbairn Water Treatment Plant
7501 College Town Drive
Sacramento, CA 95826**

**City of Sacramento
Sacramento River Water Treatment Plant
301 Water Street
Sacramento, CA 95811**

DELIVERY DOCUMENTATION AND PROTOCOL

The City of Sacramento delivery sites listed require a fax and email from the Liquid Aluminum Sulfate supplier the day of delivery prior to arrival. Information listed below shall be emailed and faxed to the delivery facility contacts listed below prior to delivery. The fax and email must contain the following information;

1. Security Information Sheet (Must include the following)
 - Delivery Location
 - Driver Information
 - Estimated Time of Arrival
 - Bill of Lading Number
 - Truck number
 - License number
 - Seal Numbers

2. Driver Identification with photo

3. Affidavit of Compliance / Certificate of analysis that will include the following information:

- Percent Al₂O₃
- Specific Gravity
- pH
- Free Acid Content
- Free Alumina
- Suspended Matter
- Vendor Lot Number
- Outlet Seal Number
- Dome Seal Number

4. Washout Certificate or "last Contained" notation on CoA /Affidavit of Compliance.

5. Weight Certificate.

6. Product Tank Identification and Washout Checklist.*

* Note: This requirement does NOT need to be emailed or faxed prior to delivery, but needs to be completed by the driver and suppliers facility personnel.

Upon arrival drivers will present the above information for verification by City of Sacramento Water Treatment Plant personnel. All seal numbers and locations must match those listed on the paperwork. All seals must be correct and intact at delivery or load will be rejected.

DELIVERY LOCATIONS AND CONTACTS

City of Sacramento
E.A. Fairbairn Water Treatment Plant
7501 College Town Drive
Sacramento, CA 95826
Control Room Fax (916) 808-3781

Contacts:
Mary Krizanosky, Supervising Plant Operator
Office (916) 808-1311 Cell (916) 801-5970
Email mkrizanosky@cityofsacramento.org

Amy Kral, Sr. Plant Operator
Phone (916) 801-3120
Email akral@cityofsacramento.org

City of Sacramento
Sacramento River Water Treatment Plant
301 Water Street
Sacramento, CA 95811
Control Room Fax (916) 808-4994

Contacts:
Richard Dare, Sr. Plant Operator
Phone (916) 808-4961
Email rdare@cityofsacramento.org

Dan Houston, Supervising Plant Operator
Office (916) 808-7082 Cell (916) 947-9045
Email dhouston@cityofsacramento.org

Rod Frizzell, Supervising Plant Operator
Office (916) 808-5165 Cell (916) 712-8231

Email rfrizzell@cityofsacramento.org

FREIGHT

All items are to be supplied F.O.B. Destination, prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

PAYMENT

Payment will be made on the liquid basis of 8% Al₂O₃. The contractor shall forward with each shipment a certification of the total Alumina contained in each shipment.

SALES TAX

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

SAFETY PROCEDURES & PROGRAM

Bidders shall supply copies of their safety procedures and/or program as part of the bid package. All services and/or products must comply with current California State Division of Industrial Safety Orders and Cal O.S.H.A.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number _____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or x No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 1-2 days after receipt of order (ARO).

4. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [x] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

5. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [x] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? -0- %

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC

Address: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

MAY 15, 2013

Date

PARUL KACHHIA-PATEL

Print Name

MARKETING SPECIALIST

Title

SECTION III – BIDDER RESPONSE DOCUMENTS

D. LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM
LBE Two Percent (2%) Bid Evaluation Preference

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.¹ A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be a qualified as a LBE prior to the time bids are received.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

YES - the firm submitting the bid is qualified as a local business enterprise.

NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

¹ The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, Liquid Aluminum Sulfate (Alum), as required during the contract period, in accordance with the provision and specifications contained herein.

The bid item listed is for evaluation purposes only. The quantities and item specified are annual estimates only of the City's requirement. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funds and the actual needs as they occur throughout the contract period.

Prices shall be inclusive, i.e., freight, delivery, etc. Additional charges are not allowed. Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

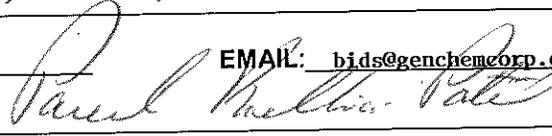
Liquid Aluminum Sulfate (Alum)

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1 of 1	5,000 tons	Liquid Aluminum Sulfate (Alum) per bid technical specifications, on a dry basis of 17% Al ₂ O ₃	\$ 220.00 (Dry Ton)	\$ 1,100,000.00

NAME OF SUPPLIER/CONTRACTOR: GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC

ADDRESS: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

PHONE #: 800 631 8050 EMAIL: bids@genchemcorp.com

BY: (signature of authorized person) 

PRINTNAME: PARUL KACHHLA-PATEL TITLE: MARKETING SPECIALIST

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.



Water Chemicals Group

90 East Halsey
Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

General Chemical is the manufacturer of Liquid Aluminum Sulfate.
Product shipped from our location 501 Nichols Road, Pittsburg, CA 94565



Water Chemicals Group

90 East Halsey
Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

ORDER CONTACT, EMERGENCY CONTACT AND TECHNICAL SERVICE INFORMATION

Corporate/ Sales Offices:

General Chemical Performance Products
90 East Halsey Road
Parsippany, NJ 07054

Bid/Contract contact:

Parul Kachhia-Patel
Phone: 800-631-8050 x 1905
Fax: 973-515-4461
Email: bids@genchemcorp.com

Sales Representative:

Mark Bercaw
Phone: 408-402-2943
Email: mbercaw@genchemcorp.com
Working hours: 9:00 AM to 5:00 PM P.S.T.

General Chemical's Customer Service Hotline is 1-800-631-8050. Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders contact your Customer Service Representative:

Jeanette Everett
1-800-631-8050 x1920
e-mail: cssorders@genchemcorp.com
Fax: (973) 515-3232

After normal business hours, for emergencies and orders please call 1-800-585-6844 and the on-call Customer Service Representative will be available to assist you. This number will also be provided if you call the regular Customer Service line.

For Technical Service please call (315) 478-2323

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C. Third Party Incidents

All accidents involving a third party are to be reported immediately. When any person not employed by General Chemical, a contractor or any other member of the public alleges or is injured seriously or fatally on Company premises or by contact with Company property, the incident is to be reported immediately to the Plant Manager and EHS Manager.

All injuries to or claims of injuries by non-General Chemical persons are to be reported on the Incident Investigation Report form 2-1, which is submitted to the EHS Manager. A copy of any contractor's injury/accident report should be obtained and forwarded to the EHS Manager as well.

The same report is to be filed for alleged or actual damage to third party property in an incident where there is damage to multiple properties or individuals on the same date and location, a single report may be filed with an attachment listing those affected.

D. Property Loss or Damage

All fires, explosions and incidents that result in the loss of Company property or business interruption are to be reported. Damage to Company property exceeding \$5,000 requires telephone notification to the Plant Manager or his designee.

All property damage is to be reported on the Incident Investigation Report Form 2-1, regardless of value or amount, and sent to the EHS Manager. A supplemental narrative report is required if damage to Company property exceeds \$5,000 or if a significant hazard exists. Initial property damage reports are to be filed within three (3) working days of the incident. It is recognized that investigations of incidents to determine cause and corrective action may require more time; therefore, a final report must be submitted within 180 days.

Supporting evidence and information from sources such as police reports, newspapers, regulatory agencies, etc. must supplement the report.

E. Theft and Other Loss Incident Reporting*

All criminal acts and/or mysterious disappearances (thefts or illegal acts) which occur at Bay Point Works are to be reported immediately to a supervisor or the plant manager.

Written reports of all incidents are to be made the same day the incident occurred Incident Investigation Report Form 2-1 by the Area Supervisor. All cases of loss incidents, plant management will immediately notify the Contra Costa County Sheriff's Department.

Minimum distribution of the Loss/Incident Report is as follows:

- Plant Manager
- EHS Manager who will notify Corporate Safety as appropriate.

*Definition of Reportable Incidents

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Incidents include all known or suspected losses or unlawful or unauthorized activity by contractors, suppliers, employees and others, which may adversely affect the Company's interests or the safety and well being of personnel.

Unlawful or unauthorized activity includes, but is not limited to, assault, arson, breaking and entry, bribery, burglary, conflicts of interest, unauthorized possession of dangerous weapons, drugs, alcohol, narcotics and related devices, destruction of property, embezzlement, extortion, homicide, kickbacks, larceny/theft, threats of bodily harm or property destruction, use of company assets without authority or for unauthorized purposes, vandalism, sale of dangerous drugs/narcotics.

F. Incident Investigation

Incidents and near misses are investigated and documented. Near misses involve those situations where serious consequences did not occur but could have. The following are examples of possible near misses:

- events that cause a process deviation which approaches but does not exceed a limit set in the applicable Consequence of Deviation table;
- almost opened a line that was not properly rendered in a safe state; and
- improper emergency response equipment found during routine audit

Other situations where a release or other type of incident was averted by chance (for example, an operator just happened to notice a problem which went unchecked by existing systems and procedures) and as a result unusual action was taken to avoid an actual incident also qualify as near-misses. Near misses are investigated by a team of at least two people with knowledge of the process/area in question; near-misses involving acutely or highly hazardous chemicals shall result in more people being involved in the investigation process. Form 2-2 shall be used to document the investigation of near misses.

In the case of a major chemical accident or release (MCAR), the investigation must be a Root Cause Analysis. In addition, near misses and incidents that could reasonably have resulted in an MCAR shall also be investigated with the RCA technique. (The criteria below can be used in determining the reasonableness of a near-miss occurring. Those cells highlighted with a "Y" in the matrix below shall have an RCA performed.) Investigations are needed to obtain pertinent facts, determine the underlying root cause, and make recommendations of actions that must be taken to prevent recurrence. In addition, the Latent Conditions Checklist for Incident Investigation, as part of Safety 27, Appendix B (Human Factors Program) of the Green Manual shall be completed by the investigation team for these more serious incidents and near misses. Completed RCA reports for Major Chemical Accidents or Releases must be submitted to Contra Costa Health Services department within 30 days of the completion of the report.

		Severity				
		1	2	3	4	5
Likelihood	1	Y	Y	N	N	N
	2	Y	Y	N	N	N
	3	Y	N	N	N	N
	4	N	N	N	N	N
	5	N	N	N	N	N

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N | N | N | N | N

Severity Classifications:

1. Catastrophic: worker fatality; >\$1MM loss; plant downtime >4 weeks; significant offsite injury
2. High: lost time injury; Contra Costa County Level 2-3 release (Major Chemical Accident or Release); >\$50,000 monetary loss; plant downtime 1-4 weeks
3. Moderate: recordable injury; Contra Costa County Level 0-1 release; \$10,000-\$50,000 loss; plant downtime 2-7 days
4. Low: operational incident report generated; <\$10,000 loss; plant downtime <2 days
5. None: no consequences to health or property

Likelihood Classifications:

1. Once in one year
2. Once in two years
3. Once in five years
4. Once in fifteen years
5. At most once in lifetime of plant

For purposes of initial incident reporting, an incident should be viewed as anything that occurs that is unusual or out of the ordinary. Incidents refer to non-personnel events, such as material releases. Initial internal reporting should not be limited to those incidents that are clearly serious in nature. The amount or depth of investigation required is assessed at the time that an investigation team is assembled.

Once an incident or near miss occurs, the first page of either the Near Miss Form 2-2 or the Incident Investigation Report Form 2-1 is completed by the supervisor of the affected area before the end of the shift and is promptly forwarded to the Plant Manager or his designee.

Incident investigations are held as soon as practical, preferably beginning the day of or the day following the incident but not later than 48 hours after the incident. The Plant Manager or his designee directs the management of the area that is directly involved to initiate the investigation by calling together a team of key personnel. The investigation team is comprised of personnel that were directly involved in the incident, area management, safety and environmental management, technical staff, and appropriate union representative and hourly personnel. Contract employees will participate in the investigation if the incident involved work performed by the contractor. In the case of the investigation of Major Chemical Accidents or Releases and other more serious incidents, those employees directly involved in the incident should NOT be part of the investigation team. Those employees can and should be interviewed as part of the investigation process.

Root Cause Analysis investigation techniques which may be used include: TapRoot, Apollo or other equivalent fault tree technique. The technique selected will primarily be a function of the previous training of the investigation team leader. As is implied, the team leader must have received training on the Root Cause Analysis incident investigation technique. The trained leader may then train the other team members.

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Investigations are conducted in two steps. The first is the fact-finding step where the area where the incident/near miss occurred is visited and pertinent facts are collected. The second part is the deliberation step where the investigation team reviews the facts and develops factual conclusions. Included in this is an analysis of the elements of process safety management to help determine causal factors associated with the event. From the conclusions, the team prepares specific recommendations to prevent recurrence and recommended target dates for these actions. This information is documented on the Incident Investigation Report Form. The completed form is signed by all investigation team members and forwarded to the Plant Manager or his designee for review and the assignment of responsibility for all corrective action items. The Latent Conditions Checklist may be utilized, as determined by EHS Department or Plant Manager. Recommendations should be focused towards improving management systems and/or equipment.

Employees are informed of the incident investigation through numerous means, including the Labor-Management Safety Committee meetings, departmental safety meetings, and notices and memorandums as appropriate. In addition, copies of investigation reports are made available in the applicable work areas to ensure access by all employees, including contractors.

Follow-up on all action items is periodically reviewed by site management (and the investigation file is kept "open") until the appropriate actions have been completed. Action items must be closed in a timely manner in accordance with the dates proposed on the incident investigation report. Written documentation is filed for each recommendation when it is completed. Without documentation, the recommendation will still be considered open. The EHS department maintains all incident investigation reports for a minimum of five years.

Rejecting Incident Investigation Recommended Action Items

Bay Point Works must document the decision made to implement or not implement all incident investigation recommended action items and the results of recommendations for additional study. This documentation must include the justification for not implementing any recommended actions. The justification may include any of the following:

- The analysis upon which the recommendation is based contains material factual errors
- The recommendation is not necessary to protect the health and safety of Bay Point Works' employees or the employees of contractors
- An alternative measure would provide a sufficient level of protection
- The recommendation is infeasible

Incident Investigation Report Sharing

The investigation reports associated with the more serious incidents is shared at the All Plant Safety meetings. A record of attendance is kept which includes the subjects discussed and the signatures of all those employees in attendance. For the small number of employees unable to attend, a copy of the investigation report is made available in the applicable work areas to ensure access by all employees, including contractors. The Director of Manufacturing is responsible to ensure that incident investigation reports are shared with employees.

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Communication

Employers should communicate to employees their commitment to safety and make sure that employees are familiar with the elements of the safety program.

General Chemical Corporation uses various communication systems to relay information pertaining to occupational safety and health to all employees in a format that is readily understandable. These systems of communication include;

- New hire orientation
- Safety & health training program
- Safety Manual (Green Binder)
- Posted and distributed safety information
- Regularly scheduled all plant and departmental safety meetings
- Union/management safety committee meetings
- Oral directions and statements from supervisors
- Written directives and memos

General Chemical consults with employees at all levels and disciplines to ensure consideration of their knowledge and experience in all applicable areas of the IIPP.

General Chemical recognizes that open, two-way communication between management and staff on safety and health issues is essential to an injury-free, productive workplace and encourages employees to immediately inform their supervisors of EH&S or any workplace hazard.

OSHA Records Requirement

Copies of required incident investigations are maintained by the EH&S department. A written report will be maintained on each incident, injury or on-the-job illness requiring medical treatment.

A record of each such injury or illness is recorded on the OSHA 300 (Log of Work-Related Injuries and Illnesses) according to its instructions. Supplemental records of each injury are maintained on the OSHA Form 300A (Summary of Work-Related Injuries and Illnesses) and the OSHA 301 (Injury and Illness Incident Report). Every year, the OSHA 300A summary is posted from February 1 through April 30, on the Bulletin Board located across from the Laboratory. These records are maintained for five years from the date of preparation.

Safety training records are maintained by Document Control.

SAFETY EQUIPMENT (PERSONAL PROTECTIVE EQUIPMENT)

A. Hazard Assessments

The selection of the proper safety equipment is essential for guarding against hazardous material exposures and other hazards that can cause injury. The Company provides the best protective equipment it is possible to obtain. Employees will use all safeguards, safety appliances, or devices furnished for their protection and comply with all regulations that may concern or affect their safety.

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The EHS Manager, with input from the affected employees, will conduct a workplace assessment to determine if hazards are present, or are likely to be present, which would necessitate the use of personal protective equipment. PPE usage shall comply with the most recent PPE Hazard Assessment conducted for the facility (see Attachment B). The hazard assessment considered the following: (a) sources of motion; i.e. machinery or processes where any movement of tools, machine elements or particles could exist; or movement of personnel that could result in collision with stationary objects; (b) sources of high temperatures that could result in burns, eye injury or ignition of protective equipment, etc.; (c) types of chemical exposures; (d) sources of harmful dust; (e) sources of light radiation, i.e., welding, brazing, cutting, furnaces, heat treating, high intensity lights, etc.; (f) sources of falling objects or potential for dropping objects; (g) sources of sharp objects which might pierce the feet or cut the hands; (h) sources of rolling or pinching objects that could crush the feet; (i) layout of the workplace and location of co-workers; and (j) any electrical hazards. In addition, injury/accident data was reviewed to help identify any problem areas.

It is the responsibility of the EHS Manager and supervisory personnel to reassess the workplace hazard situation as necessary, by identifying and evaluating new equipment and processes, reviewing accident records, and reevaluating the suitability of previously selected PPE.

Minimum Eye & Face Protection Requirements:

All eye and face protection must meet the following PPE requirements:

- a) Provide adequate protection, including side protection.
- b) Reasonably comfortable and durable
- c) Fit snugly and not unduly interfere with movements.
- d) Capable of being cleaned.
- e) Kept clean and in good repair.
- f) Persons requiring corrective lenses shall wear one of the following:
 1. Spectacles (prescription glasses), whose protective lenses provide ANSI approved protection.
 - OR
 2. Goggles that can be properly worn over corrective spectacles.
 3. **PPE Selection**

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Table 3- Personal Protective Equipment outlines the minimum suggested PPE required for specific operations. Employees should check with their Supervisor for additional information.

OPERATION	HEAD		(1) EYE		(2) Face Shield	(3) Acid Suit	(4) Leath. Gloves	(4) Rubber Gloves	FOOT		(5) Breath Appar	(6) 1 Pc. Chemical Suit	Apron
	Hard Hat	Acid Hood	Safety Goggles	Safety Glasses					Rubber Boots	Safety Shoes			
Line Breaking	R	AR ^a	R		R	R		R	R		AR ^b		
Clearing Blockages	R	AR	R		R	R		R	R		AR ^b		
Sampling	R		R		R	R		R	R		AR ^b		
Loading & Unloading	R		R		R	R		R	R		AR		
Transferring (Operate Valves)	R			R			R			R			
Spill Area Inactive Active	R R	AR	AR R	R	AR R	AR R		AR R	AR R	R	AR ^b AR ^b	AR	
Laboratory			AR	R	AR	AR		AR	AR		AR		AR

R = REQUIRED AR = AS REQUIRED

a - An acid hood is required for all line breaking jobs that occur above the waist.

b - Required for oleum.

- Hearing Protection is required in areas identified by the Hearing Conservation Program.
 - No jewelry shall be worn when working with power equipment or around electricity.
 - Inactive Spill - No existing pressure associated with the spill (contained)
 - Active Spill - Pressure still exists associated with the spill (uncontained)
- Additional PPE requirements are outlined in the following safety procedures: Line Breaking, Confined Space Entry, Respiratory Protection, Hearing Conservation, Exposure Control, and the Asbestos Control plans. **Employees should contact their supervisor as to what protective equipment is required for each job.** Certain jobs require standard safety apparel and appliances for the protection of the employee. These items shall be worn and effectively maintained as a condition of continued employment and part of the mutual obligation to comply with the Occupational Safety and Health Act.
- All GenTek personnel must wear steel-toed shoes that comply with ANSI Standards Z41.1 or ASTM F 2413-05 if required by facility PPE hazard assessment.

B. Employee Training and Fit Testing

Employees will be trained annually on the following:

1. When PPE is necessary
2. What PPE is necessary
3. How to properly don, doff, adjust and the proper care, maintenance, and useful life
4. Disposal of PPE

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Fit testing for respiratory protection is conducted annually. See the Respiratory Protection Program for further information.

Smoking and Fire Safety

A. Smoking Policy

To preserve the health and comfort of all employees. This policy conforms with the Contra Costa County Ordinance No. 91-47 (Smoking Regulation in Public and Work Places).

The entire Bay Point Plant facility will be designated as a smoke-free area except in these areas:

- Directly outside the Main Office, east of the Security Shack.
- Outside directly north of the Engineering Trailer.
- Between Complex Building and Building H.

Smoking is not allowed in any other areas of the plant.

B. Fire Protection

Fire is one of the worst enemies of any facility. Employees are trained annually on the proper use of fire extinguishers. Additional information regarding the facilities fire protection program can be found in the Fire Prevention Plan.

Ergonomics & Repetitive Motion Injuries

A. Scope and application.

This section shall apply to a job, process, or operation where a repetitive motion injury (RMI) has occurred to more than one employee under the following conditions:

1. Work related causation. The repetitive motion injuries (RMI's) were predominantly caused (i.e. 50% or more) by a repetitive job, process, or operation;
2. Relationship between RMI's at the workplace. The employees incurring the RMI's were performing a job, process, or operation of identical work activity. Identical work activity means that the employees were performing the same repetitive motion task, such as but not limited to word processing, assembly, or loading;
3. Medical requirements. The RMI's were musculoskeletal injuries that a licensed physician objectively identified and diagnosed; and
4. Time requirements. The RMI's were reported by the employees to management supervision in the last 12 months but not before July 3, 1997.

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B. Program designed to minimize RMI's.

Bay Point Works upon subject to the Cal-OSHA Ergonomic regulation shall establish and implement a program designed to minimize RMI's. The program shall include a work site evaluation, control of exposures which have caused RMI's and training of employees.

1. Work site evaluation. Each job, process, or operation of identical work activity covered by this section or a representative number of such jobs, processes, or operations of identical work activities shall be evaluated for exposures that have caused RMI's.
2. Control of exposures that have caused RMI's. Any exposures that caused RMI's shall, in a timely manner, be corrected or if not capable of being corrected have the exposures minimized to the extent feasible. Management shall consider engineering controls, such as work station redesign, adjustable fixtures or tool redesign, and administrative controls, such as job rotation, work pacing or work breaks.
3. Training. Employees shall be provided training that includes an explanation of:
 - (A) The Bay Point Work's program;
 - (B) The exposures which have been associated with RMI's;
 - (C) The symptoms and consequences of injuries caused by repetitive motion;
 - (D) The importance of reporting symptoms and injuries to the Bay Point Works management supervision; and
 - (E) Methods used by facility to minimize RMI's.

XIV. Heat Stress Prevention Plan

A. Applicability

Precautions to prevent heat stress will be implemented when employees are exposed to high outdoor temperatures.

B. Heat Stress Prevention

1. Employees are responsible for monitoring their own personal factors for heat-related illness including consumption of water or other acceptable beverages to ensure hydration.
2. General Chemical will ensure that a sufficient quantity of water is readily accessible to all employees at all times.
3. General Chemical will ensure that all employees have the opportunity to drink at least one quart of water per hour.
4. Employees showing signs of or demonstrating symptoms of heat-related illness will be relieved of duty and provided a means of reducing body temperature (shade, water, fan, etc.), and will be monitored to determine if medical attention is necessary.

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C. Training

1. All employees who may be exposed to high temperatures will be trained in the following topics:
 - i. The environmental factors that contribute to heat-related illness;
 - ii. General awareness of personal factors that may increase susceptibility to heat-related illness;
 - iii. The importance of removing heat-retaining PPE during all breaks;
 - iv. The importance of frequent consumption of small quantities of water;
 - v. The importance of acclimatization;
 - vi. The different types of heat-related illness, including symptoms; and
 - vii. The importance of immediately reporting signs or symptoms of heat-related illness in either themselves or their co-workers to the person in charge, and the procedures the employee must follow including appropriate emergency response procedures.

2. Prior to supervising employees working in outdoor environments with high temperature exposure Supervisors will be trained on the following topics:
 - i. The information required to be provided to employees in Section 1 above;
 - ii. The procedures the Supervisor must follow to implement the Heat Stress Prevention plan;
 - iii. The procedures the Supervisor must follow if an employee exhibits signs or symptoms of heat related illness, including appropriate emergency response procedures; and
 - iv. Procedures for moving or transporting an employee to a place where the employee can be reached by an emergency medical provider, if necessary.

XV. Review/Revision

This procedure will be periodically reviewed by the EH&S Supervisor, and revised as necessary.

XVI. Revision History

The following revisions have been made in the past three years:

9/19/03

- Corrected typographical and formatting errors.

12/27/02

- Changed Incident investigation form requirement for first aids from the 6-page form to the 2-page form
- Highlighted that documentation is required in order to close incident investigation findings

6/29/05

- Added requirement to conduct a LCC for each MCAR or incident that could lead to an MCAR.

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5/31/2006

- Enhancements to the Latent Conditions description
- Modified examples of near misses
- Clarification of investigation team member requirements as well as investigation technique
- Details on criteria for rejecting Incident Investigation recommendations
- Details on sharing of results of Incident Investigation
- Add a sentence on emphasizing recommendations that focus on improving management systems or equipment

7/18/06

- Added criteria regarding conducting an RCA for an incident that could have been a MCAR.

2/5/07

- Added "Spill Kit" inspection to table 3.

1/4/2008

- Numbered procedure, added union representative to the investigation team, fixed page numbering.

8/29/2008

- Updated throughout to reflect current practice
- Added a heat stress section to comply to a change in CalOSHA heat stress standard
- Updated safety shoes standard reference to reflect change in CalOSHA
- Updated Section X (Communication) (2007 PSM audit recommendation.)

1/14/2009

- Minor grammatical changes.

3/31/10

- Minor changes, primarily related to job titles

5/31/11

- SIP Kits & First Aid Kits Inspection responsibility updated to EHS.

8/30/11

- Deleted serious incident definition paragraph on p.12

Approved by _____
Safety Engineer

Director of Manufacturing

POLICY NUMBER: GL 509.46-42

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY,

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Sacramento Fifth Floor, Room 1119 915 I St., New City Hall Bldg Sacramento, CA 95814	



30 First Market Road • Parsippany, NJ 07054 • TEL: 973 265 4000

DELEGATION OF AUTHORITY

I, William E. Redmond Jr., President & Chief Executive Officer of General Chemical Performance Products LLC, a Delaware limited liability company (hereinafter referred to "GCPP" or as the "Company"), do hereby delegate and appoint the following agents of GCPP to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the Company:

Kathy Baker

Lisa Brownlee
Catherine Perez

Parul Kachhia-Patel
Elizabeth Ryno

Set forth below is a certified copy of the resolution of the Company authorizing such action.

I have hereunto set my hand this 28th day of June 2012.

William E. Redmond Jr.
President & CEO

CERTIFICATE OF SECRETARY

I, Robert Novo, hereby certify that I am the Secretary of GCPP and that set forth below is a true and correct copy of the resolution of the Board of Managers of GCPP, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that William E. Redmond Jr. is the duly elected President & CEO of GCPP and holds such offices on the date hereof, and that set forth below is the genuine signature of such officer:

Robert Novo
Secretary

I FURTHER CERTIFY that pursuant to Section 3.4 of the Operating Agreement of GCPP dated November 10, 2003, Mr. Redmond, in his capacity as President & CEO of GCPP is authorized to represent and bind GCPP in all matters, including, but not limited to, contracts.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of June, 2012.

Robert Novo
Secretary

Seal



Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

LIQUID ALUMINUM SULFATE

General Chemical Performance Products certifies that all grade of Aluminum Sulfate as produced by our manufacturing locations will meets National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-09 standard in every respect.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.

A handwritten signature in cursive script, appearing to read "Parul Kachhia-Patel".

Parul Kachhia-Patel
Marketing Specialist



Liquid Alum PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green or yellow to colorless solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

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

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate		
C.A.S.	10043-01-3 (Aluminum sulfate)		
	pH (neat)	2.0 - 2.4	
	Specific Gravity @ 70°F (21°C)	1.335	
	Freezing Point	4°F (-16°C)	
	Density, lbs/gal., U.S.	11.14	
	Aluminum as Al, %	4.2 - 4.4	
	Aluminum as Al ₂ O ₃ , %	8.0 - 8.4	
	Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), %	46 - 49	

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car
275 gal. one way container	55 gal. plastic drum

SHIPPING REGULATIONS

DOT Classification: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 DOT ID Number: UN 3264 Packing Group: III
RQ = 5000 Lbs. (CASRN formula basis)

PRODUCT SAFETY INFORMATION

Liquid Alum may cause irritation to the skin, eyes and respiratory tract. Avoid contact with skin, eyes and clothing. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Material Safety Data Sheets (MSDS)** for these products or you may contact General Chemical Technical Service. In the event of an emergency with these products, call the 24 hour **Emergency Number: USA (CHEMTEC) 800-424-9300** or Canada (**CANUTEC**) 613-996-6666. For additional information contact:

Syracuse Technical Center
(315) 478-2323
(800) 255-7589 Outside NY

Water Chemicals Group
(973) 515-0900
(800) 631-8050 Customer Service

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness or a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. General Chemical is not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. General Chemical shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

MATERIAL SAFETY DATA SHEET



NFPA	HMIS	PPE	Symbol(s)
			 Regulated

Current Issue Date: November 30, 2012

Revision Number: 0

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Liquid Alum

Other/Generic Names: Aluminum Sulfate, Alum, Alun 48, Aluminum Sulphate 48%

Recommended Use: Water treatment. Various industrial uses.

Manufacturer: General Chemical, LLC
90 East Halsey Road
Parsippany, NJ 07054

For More Information: General Chemical Performance Products Ltd.
90 East Halsey Road
Parsippany, NJ 07054
Customer Service US ONLY: 800-631-8050
(Monday – Friday 9:00AM – 4:30PM)

Emergency Telephone Number: Customer Service CANADA ONLY: 866-543-3896
(Monday – Friday 9:00AM – 4:30PM)
US ONLY - CALL CHEMTREC: 800-424-9300 (24 Hours/Day, 7 Days/Week)
CANADA ONLY - CALL CANUTEC: 613-996-6666 (24 Hours/Day, 7 Days/Week)

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: A clear, light green or amber liquid with a negligible odor. Can irritate the skin and eyes. May be harmful if swallowed. Not flammable, but may release toxic vapors if decomposed in a fire.

OSHA Status: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Potential Health Affects

Skin: May cause skin irritation.

Eyes: May strongly irritate or burn the eyes.

Inhalation: Product mists may cause irritation to the respiratory tract.

Ingestion: May irritate the gastrointestinal tract. Concentrated solutions may cause burns to the digestive tract.

Delayed Effects: None known.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No	Weight %
Aluminum sulfate	10043-01-3	~48.5 (dry basis)
Water	7732-18-5	Balance

Liquid Alum

4. FIRST AID MEASURES	
Eye Contact	Immediately flush eyes with water for at least 15 minutes. Get medical attention if irritation persists.
Skin Contact	Flush with plenty of water, removing contaminated clothing. If irritation develops, get medical attention.
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get prompt medical attention.
Ingestion	Do not induce vomiting. Immediately give large quantities of water. Get medical attention immediately.
Notes to Physician	Treat symptomatically
5. FIRE-FIGHTING MEASURES	
<u>Flammable Properties</u>	
FLASH POINT:	Not Flammable
FLASH POINT METHOD:	Not Applicable
AUTOIGNITION TEMPERATURE:	Not Applicable
UPPER FLAME LIMIT (VOLUME % IN AIR):	Not Applicable
LOWER FLAME LIMIT (VOLUME % IN AIR):	Not Applicable
FLAME PROPAGATION RATE (SOLIDS):	Not Applicable
OSHA FLAMMABILITY CLASS:	Not Applicable
SUITABLE EXTINGUISHING MEDIA:	Water spray, foam, carbon dioxide or dry chemical
UNSUITABLE EXTINGUISHING MEDIA:	No information available
<u>Explosion Limits</u>	
Hazardous Combustion Products	No information available
Impact sensitivity	No information available
Sensitivity to static discharge	No information available
Specific Hazards Arising from the Chemical	Keep product and empty container away from heat and sources of ignition.
Protective Equipment and Precautions for Firefighters	Wear self-contained breathing apparatus (SCBA) and full protective equipment. Use water spray to keep containers cool.
6. ACCIDENTAL RELEASE MEASURES	
IN CASE OF SPILL OR OTHER RELEASE	Dilute small spills or leaks cautiously with plenty of water. Neutralize any further residue with alkali such as soda ash, lime or limestone. Adequate ventilation is required if soda ash or limestone is used, because of the consequent release of carbon dioxide gas. Large spills should be diked up with soda ash and neutralized as above. Collect liquid and/or residue and dispose of in accordance with applicable regulations.
7. HANDLING AND STORAGE	
Handling	Keep container tightly closed when not in use. Avoid contact with skin, eyes, and clothing. Avoid breathing vapors or mists. Remove contaminated clothing and wash thoroughly after handling.
Storage	Keep storage container tightly closed. Store in a cool, dry, well-ventilated area or cabinet. Isolate from incompatible substances. Store and ship in plastic or rubber-lined containers.

Liquid Alum

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Component	ACGIH TLV	OSHA PEL	Ontario TWAEV	Mexico OEL (TWA)	NIOSH IDLH
Aluminum sulfate	2 mg/m ³	2 mg/m ³		TWA: 2 mg/m ³	

Engineering Measures Use local exhaust to keep airborne concentrations below the permissible exposure limits.

Personal Protective Equipment

Eye/Face Protection Wear hard hat (or other head covering) and chemical safety goggles. Do not wear contact lenses.

Skin Protection Wear appropriate personal protective clothing to prevent skin contact. If prolonged or repeated contact is anticipated, all clothing should be impervious to liquid.

Respiratory Protection A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.

General Hygiene Considerations To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29CFR 1910.132) be conducted before using this product. Eyewash and safety showers are recommended.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Clear, light green or amber liquid
Color	Clear, light green or amber
Chemical Formula	~48.5% Al ₂ (SO ₄) ₃ · 14H ₂ O in water
Odor	None
Odor Threshold	No information available
Physical State	Liquid
pH	2.0-2.4
Flash Point	Not flammable
Autoignition Temperature	Not applicable
Boiling Point/Range	101 °C / 214 °F
Melting Point/Range	-16°C / 4°F
Flammability Limits in Air	No information available
Explosive Properties	No information available
Oxidizing Properties	No information available
Evaporation Rate	Not determined
Vapor Pressure	Not applicable
Vapor Density	Not applicable
Specific Gravity	1.335
Partition Coefficient (n-octano/water)	No information available
Viscosity	No information available
Molecular Weight	594 for Al ₂ (SO ₄) ₃ · 14H ₂ O
Water Solubility	100%
VOC Content (%)	0

Liquid Alum

10. STABILITY AND REACTIVITY				
Chemical Stability	Normally stable. If evaporated to dryness, residue should not be exposed to elevated temperatures (above 760°C), as this will yield toxic and corrosive gases.			
Incompatible Products	Alkalis and water reactive materials such as oleum: causes exothermic reactions.			
Hazardous Decomposition Products	At elevated temperatures, sulfur oxides may be formed. These are toxic and corrosive and are oxidizers. Sulfur trioxide is also a fire hazard. The loss of these gases leaves a caustic residue.			
Possibility of Hazardous Reactions	Will not occur.			
11. TOXICOLOGICAL INFORMATION				
Acute Toxicity				
Component Information				
Component	LD50 Oral	LD50 Dermal	LC50 Inhalation	
Aluminum sulfate	1930 mg/kg (rat) 6207 mg/kg (mouse)			
Irritation	No information available			
Corrosivity	No information available			
Sensitization	No information available			
Chronic Toxicity				
Carcinogenicity	There are no known carcinogenic chemicals in this product.			
Mutagenic Effects	No information available			
Reproductive Effects	No information available			
Developmental Effects	No information available			
Teratogenicity	No information available			
Target Organ Effects	No information available			
Other Adverse Effects	No information available			
Endocrine Disruptor Information	No information available			
12. ECOLOGICAL INFORMATION				
Ecotoxicity				
Contains no substances known to be hazardous to the environment or not degradable in waste water treatment plants.				
Component	Freshwater Algae	Freshwater Fish	Microtox	Water Flea
Aluminum sulfate		LC50 = 100 mg/L Carassius auratus 96 h LC50 = 37 mg/L Gambusia affinis 96 h		EC50 = 136 mg/L 15 min
Persistence and Degradability	No information available			
Bioaccumulation	No information available			
Mobility in Environmental Media	No information available			
Other adverse affects	<u>Aluminum sulfate component:</u> 14 ppm/36 hr/fundulus/fatal/fresh water; 240 ppm/48 hr/mosquito fish/TM/water type not specified; TM Mosquito fish, 235 ppm, 96 hours; LC50 Largemouth bass, 250 ppm, 96 hours			
13. DISPOSAL CONSIDERATIONS				
Waste Disposal Methods	Dispose of waste in accordance with all federal, state, and local regulations.			
Contaminated Packaging	Empty containers should be taken for local recycling, recovery or waste disposal.			

Liquid Alum

14. TRANSPORT INFORMATION	
DOT	Regulated
Proper Shipping Name	Corrosive liquid, acidic, inorganic, n.o.s. (contains aluminum sulfate)
Hazard Class	8
UN-No	UN3264
Packing Group	PGIII
TDG	Regulated
Hazard Class	8
UN-No	UN3264
Packing Group	PGIII

15. REGULATORY INFORMATION	
International Inventories	
TSCA	Yes
DSL	Yes
ELINCS	No
EINECS	Yes
ENCS	Yes
CHIINA	Yes
KECL	Yes
PICCS	Yes
AICS	Yes

U.S. Federal Regulations
SARA 313
 Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains the following chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372: None

SARA 311/312 Hazardous Categorization	
Chronic Health Hazard	No
Acute Health Hazard	Yes
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act				
Component	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Aluminum sulfate	5000 lb			X

CERCLA		
Component	CERCLA RQ (lb)	SARA TPQ (lb)
Aluminum sulfate	5000 lb	

U.S. State Regulations
 California Proposition 65
 This product does not contain any Proposition 65 chemicals.

Liquid Alum

State Right-to-Know					
<u>Component</u>	<u>Massachusetts</u>	<u>New Jersey</u>	<u>Pennsylvania</u>	<u>Illinois</u>	<u>Rhode Island</u>
Aluminum sulfate	X	X	X		
Other International Regulations					
Mexico	No Information available				
Canada	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.				
WHMIS Hazard Class					
E Corrosive material					
D2B Toxic materials					
16. OTHER INFORMATION					
Current Issue Date:	November 30, 2012				
Previous Issue Date:	November 1, 2011				
Revision Summary:	Convert to GC Template				
<p>Disclaimer: <i>All information, statements, data, service and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. General Chemical, LLC is not engaged in the business of providing technical, operational, engineering or safety information for a fee, and therefore; any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. General Chemical, LLC shall not be responsible or liable for the use, application or implementation of the information, provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.</i></p>					
End of MSDS					



NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, May 13, 2013** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
<http://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=General+Chemical&PlantState=California+CA&>

NSF/ANSI STANDARD 60 Drinking Water Treatment Chemicals - Health Effects

General Chemical, LLC
 Sulfur Products
 90 East Halsey Road
 Parsippany, NJ 07054
 United States
 973-515-0900

Facility : Richmond, CA

Sulfuric Acid	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Corrosion & Scale Control	50mg/L
Sulfuric Acid (All Grades)	pH Adjustment	

General Chemical, LLC
 Water Treatment Chemicals
 1421 Willis Avenue
 Syracuse, NY 13204
 United States
 315-478-2323

Visit this company's website

Facility : Pittsburg, CA

Aluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Gen+Pac® 1000	Coagulation & Flocculation	150mg/L
Hyper+Ion® 1000	Coagulation & Flocculation	150mg/L
Hyper+Ion® 1520	Coagulation & Flocculation	150mg/L
PAC® 1000	Coagulation & Flocculation	150mg/L

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

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Gen+Pac® 2370	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250 mg/L
PAC® 2370	Coagulation & Flocculation	250 mg/L

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

Aluminum Sulfate[AL] [CP]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	400 mg/L
Aluminum Sulfate	Coagulation & Flocculation	400 mg/L
Clar+Ion® A1	Coagulation & Flocculation	400 mg/L
Clar+Ion® A10	Coagulation & Flocculation	400 mg/L
Clar+Ion® A15	Coagulation & Flocculation	263 mg/L
Clar+Ion® A20	Coagulation & Flocculation	208 mg/L
Clar+Ion® A3	Coagulation & Flocculation	400 mg/L
Clar+Ion® A5	Coagulation & Flocculation	400 mg/L
Clar+Ion® A7	Coagulation & Flocculation	400 mg/L
Gen+Pas® 701	Coagulation & Flocculation	400 mg/L
Gen+Pas® 703	Coagulation & Flocculation	400 mg/L
Gen+Pas® 705	Coagulation & Flocculation	400 mg/L
Gen+Pas® 707	Coagulation & Flocculation	400 mg/L
Gen+Pas® 710	Coagulation & Flocculation	400 mg/L
Gen+Pas® 715	Coagulation & Flocculation	263 mg/L
Gen+Pas® 720	Coagulation & Flocculation	208 mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5-10.0%	Coagulation & Flocculation	400 mg/L

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

[CP] The finished drinking water shall be monitored to ensure that levels of copper

not exceed 1.3 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Gen+Pac® 1010	Coagulation & Flocculation	250 mg/L
Gen+Pac® 1030	Coagulation & Flocculation	250 mg/L
Gen+Pac® 1050	Coagulation & Flocculation	250 mg/L
Gen+Pac® 1050S	Coagulation & Flocculation	250 mg/L
Gen+Pac® 1070	Coagulation & Flocculation	250 mg/L
Gen+Pac® 1230	Coagulation & Flocculation	250 mg/L
Gen+Pac® 1270	Coagulation & Flocculation	250 mg/L
Gen+Pac® 2370	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1020	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1021	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1023	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1026	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1033	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1050	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 2021	Coagulation & Flocculation	250 mg/L
PAC® 1050	Coagulation & Flocculation	250 mg/L
PAC® 2370	Coagulation & Flocculation	250 mg/L
Polyaluminum Chloride	Coagulation & Flocculation	250 mg/L

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

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clar+Ion® 4050	Coagulation & Flocculation	400 mg/L
Clar+Ion® 4055	Coagulation & Flocculation	400 mg/L
Clar+Ion® 4100	Coagulation & Flocculation	250 mg/L
Clar+Ion® 5100	Coagulation & Flocculation	200 mg/L
Clar+Ion® A401P	Coagulation & Flocculation	400mg/L
Clar+Ion® A402.5P	Coagulation & Flocculation	400mg/L
Clar+Ion® A405P	Coagulation & Flocculation	400 mg/L
Clar+Ion® A407.5P	Coagulation & Flocculation	333mg/L
Clar+Ion® A410P	Coagulation & Flocculation	250 mg/L
Clar+Ion® A415P	Coagulation & Flocculation	167 mg/L
Clar+Ion® A420P	Coagulation & Flocculation	125 mg/L
Clar+Ion® A505P	Coagulation & Flocculation	400 mg/L
Clar+Ion® A510P	Coagulation & Flocculation	200 mg/L
Clar+Ion® A515P	Coagulation & Flocculation	133 mg/L
Clar+Ion® A520P	Coagulation & Flocculation	100 mg/L
Gen+Pac® 1000-10A	Coagulation & Flocculation	150 mg/L
Gen+Pac® 1000-10B	Coagulation & Flocculation	200 mg/L
Gen+Pac® 1000-5A	Coagulation & Flocculation	150 mg/L

Gen+Pac® 1000-5B	Coagulation & Flocculation	150 mg/L
Gen+Pac® 1270-15A	Coagulation & Flocculation	167 mg/L
Gen+Pac® 1270-15B	Coagulation & Flocculation	133 mg/L
Gen+Pac® 1270-35A	Coagulation & Flocculation	71 mg/L
Gen+Pac® 1270-35B	Coagulation & Flocculation	57 mg/L
Gen+Pac® 1270-5A	Coagulation & Flocculation	479 mg/L
Gen+Pac® 1270-5B	Coagulation & Flocculation	400 mg/L
Gen+Pas® 1010A	Coagulation & Flocculation	250 mg/L
Gen+Pas® 1010B	Coagulation & Flocculation	200 mg/L
Gen+Pas® 105A	Coagulation & Flocculation	400 mg/L
Gen+Pas® 10A	Coagulation & Flocculation	250 mg/L
Gen+Pas® 10B	Coagulation & Flocculation	200 mg/L
Gen+Pas® 15A	Coagulation & Flocculation	167 mg/L
Gen+Pas® 15B	Coagulation & Flocculation	133 mg/L
Gen+Pas® 2.5A	Coagulation & Flocculation	400mg/L
Gen+Pas® 20A	Coagulation & Flocculation	125 mg/L
Gen+Pas® 20B	Coagulation & Flocculation	100 mg/L
Gen+Pas® 55A	Coagulation & Flocculation	400 mg/L
Gen+Pas® 5A	Coagulation & Flocculation	400 mg/L
Gen+Pas® 5B	Coagulation & Flocculation	400 mg/L
Gen+Pas® 7.5A	Coagulation & Flocculation	333mg/L
Hyper+Ion® 11027	Coagulation & Flocculation	150 mg/L
Hyper+Ion® 1527	Coagulation & Flocculation	150 mg/L
Hyper+Ion® 1530	Coagulation & Flocculation	400 mg/L
Hyper+Ion® 21027	Coagulation & Flocculation	150 mg/L
Hyper+Ion® 2527	Coagulation & Flocculation	150 mg/L
Hyper+Ion® 2530	Coagulation & Flocculation	479 mg/L
Hyper+Ion® 3530	Coagulation & Flocculation	71 mg/L
Hyper+Ion® 4530	Coagulation & Flocculation	57 mg/L
Hyper+Ion® 5515	Coagulation & Flocculation	133 mg/L
Hyper+Ion® 6515	Coagulation & Flocculation	167 mg/L
Hyper+Ion® 702	Coagulation & Flocculation	256mg/L
Hyper+Ion® 705	Coagulation & Flocculation	263mg/L
Hyper+Ion® 710	Coagulation & Flocculation	200mg/L
Hyper+Ion® 720	Coagulation & Flocculation	100mg/L
Hyper+Ion® 735	Coagulation & Flocculation	57mg/L
Hyper+Ion® 802	Coagulation & Flocculation	256mg/L
Hyper+Ion® 805	Coagulation & Flocculation	263mg/L
Hyper+Ion® 810	Coagulation & Flocculation	250mg/L
Hyper+Ion® 835	Coagulation & Flocculation	71mg/L

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

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requireme
percent monomer and dose.

Number of matching Manufacturers is 2
Number of matching Products is 104
Processing time was 0 seconds

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NOTEPADINSURED'S NAME **General Chemical Performance**GENE-10
OP ID: KPPAGE 2
DATE 05/17/13**Workers Compensation Policies effective 4/1/13-4/1/14**

Co "B" - Pol #WC033575557- California
Co "B" - Pol #WC033575559- Florida
Co "B" - Pol #WC033575560- AL, AR, CO, IN, MI, MS, NY, SC, TN, TX, VA
Co "B" - Pol #WC033575561- Illinois
Co "B" - Pol #WC033575562- Arizona & Georgia
Co "B" - Pol #WC033575563- New Jersey & Pennsylvania

Manual: Safety-02	Subject: Injury and Illness Prevention Plan	Prepared by: EH&S
Effective: September 23, 2011	Supersedes: August 30, 2011	Page 1 of 22

I. Purpose

The purpose of the Injury and Illness Prevention Plan is to document General Chemical – Bay Point Works’ commitment to worker safety and health. This plan is written to comply with 8 CCR §3203.

While no plan can guarantee an accident free work place, following the safety procedures set forth in this plan and the other procedures in the Safety Manual (“Green Book”) will significantly reduce the risk of danger to employees.

Safety Programs Goals

The objective of General Chemical Corporation is a safety and health program that will minimize, if not eliminate, the number of injuries and illnesses, not merely in keeping with, but surpassing the best experience of similar operations of others. General Chemical-Bay Point Works’ goal is zero accidents and injuries.

II. Safety Policy Statement

It is policy of General Chemical-Bay Point Works to provide a safe and clean workplace and to maintain sound operating practices. Concentrated efforts shall produce safe working conditions and result in efficient, productive operations. Safeguarding the health and welfare of employees cannot be stressed too strongly.

Accident prevention is the responsibility of every one. Every employee shall be responsible for continuous efforts directed toward the prevention of accidents. Employees are responsible for performing their jobs in a safe manner and reporting to their supervisor any situation or condition that may present a safety hazard.

To ensure accountability for our safety program, it is the responsibility of all employees to comply with all safety policies and procedures. If an employee fails to comply, they will be subject to disciplinary action up to including discharge. Disciplinary policy is outlined in the Labor Agreement between General Chemical’s Bay Point Works and the ICWU, Local 25-C.

III. Responsibilities

(For a summary of responsibilities, please see Attachment A)

A. Plant Manager

The Plant Manager has the ultimate responsibility for the implementation of the Environmental, Health and Safety program for the facility and its employees. In addition, the Plant Manager shall:

1. Ensure the program is effective.
2. Ensure funding is available.
3. Promote the EHS program and its underlying philosophy.

Manual: Safety-02	Subject: Injury and Illness Prevention Plan	Prepared by: EH&S
Effective: September 23, 2011	Supersedes: August 30, 2011	Page 3 of 22

IV. Safety Rules for All Employees

It is the policy of General Chemical – Bay Point Works that everything possible will be done to protect employees from incidents, injuries and/or occupational disease while on the job. Safety is a cooperative undertaking requiring an ever-present safety consciousness on the part of every employee. If an employee is injured, positive action must be taken promptly to see that the employee receives adequate treatment. Therefore, all operations must be planned to prevent incidents. To carry out this policy, the following rules will apply:

1. All employees shall follow the safe practices and rules contained in the Safety Manual ("Green Book") and such other rules and practices communicated on the job. All employees shall report all unsafe conditions or practices to the proper authority, including the supervision on the project.
2. The General Manager and Plant Manager shall be responsible for implementing these policies by insisting that employees observe and obey all rules and regulations necessary to maintain a safe work place and safe work habits and practices.
3. Safety glasses (ANSI STD Z87.1) with permanent side shields wrap-around side protection, or goggles with a face shield must be worn in areas where eye protection is required.
4. Hard safety hats (ANSI STD Z89.1) are required in all operating areas of the plant.
5. Safety shoes or boots are required in specified plant operating areas. Cloth shoes, sandals or open type shoes are prohibited excluding Main Office Area and the Complex. Safety shoes or boots purchased after January 26th, 2007 must meet ASTM F 2412-05 and ASTM F 2413-05 standards. Shoes/boots purchased before January 26th, 2007 must meet either ANSI Z41-1 – 1999 or ASTM F 2413-05 standard.
6. No contact lenses are to be worn in areas where any hazardous materials are present. Visitors are exempt.
7. Long pants are required in all plant areas; shorts, tank tops, are not permitted.
8. Safety showers and eye wash stations are found through out the facility. If an individual comes in contact a corrosive chemical, the contaminated clothing should be removed and the affected area flush for a minimum of 15 minutes.
9. Smoking is permitted in designated areas only.
10. The speed limit through the plant is 10 miles per hour.

V. Safety and Health Training

Training is one of the most important elements of any injury and illness prevention program. Such training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies and put the injury and illness prevention program into action.

Manual: Safety-02	Subject: Injury and Illness Prevention Plan	Prepared by: EH&S
Effective: September 23, 2011	Supersedes: August 30, 2011	Page 4 of 22

A. General

Training is required for both supervision and employees alike. The content of each training session will vary, but each session will attempt to teach the following:

1. The success of General Chemical Corporation's Injury and illness prevention program depends on the actions of individual employees as well as a commitment by management.
2. Each employee's immediate supervisor will review the safe work procedures unique to that employee's job, and how these safe work procedures protect against risk and danger.
3. Each employee will learn when personal protective equipment is required or necessary, and how to use and maintain the equipment in good condition.
4. Each employee will learn what to do in case of emergencies occurring in the workplace.

The following table is an example of a safety training schedule:

Table 1 - Required Employee Awareness Training ¹	
Description	Month
1. Injury Accident Reporting 2. Personal Protective Equipment 3. Plant Work Rules 4. IIPP	January
5. Line Breaking 6. Hot Work: Burning & Welding 7. Lockout/Tagout	February
8. Emergency Action Plan 9. Emergency Notification Procedures 10. SPCC - Spill Drill	March
11. First Aid/CPR ² 12. Blood Borne Pathogens	April
13. Fire Prevention Plan 14. Fire Extinguishers	May
15. Emergency Response Drill 16. Confined Space Entry	June
17. Hazard Communication Program 18. TSCA 8 (c) & (e)	July
19. Hazardous Materials Transportation	August (every 3 years)
20. RCRA Contingency Plan 21. Hazardous Materials Handling RCRA – Manifesting	September
22. Forklifts, Manlifts, & Scaffolds	October
23. Respiratory Protection Program	November
24. Hearing Conservation	December

¹ Training may be rescheduled if conflicts occur

² Outside Resources Required

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Additional training may occur throughout the year.

B. New Employee Safety Orientation

All new employees at General Chemical Bay Point Works receive safety orientation beginning on their first day of employment. The topics that are covered with each employee is the IIPP, HAZCOM, SIP and plant tour. Other topics covered include the following, if applicable to the employee's job. Specific topics are documented on the record of training.

1. Back Safety/Manual Lifting
2. Bloodborne Pathogens
3. Contractor Safety
4. Capital Project Review
5. Chemical Hygiene Plan
6. Responsible Care
7. Confined Space Entry
8. First Aid/CPR
9. Electrical Safety Awareness
10. Environmental Release & Emergency Notification Procedure
11. Ladders and Fall Protection
12. Fire Prevention Plan
13. Forklifts/Industrial Trucks
14. Hazardous Waste Management
15. DOT
16. DOT Security
17. First Responder Awareness (Emergency Action Plan)
18. Hazardous Waste Operator (24-hour)
19. Incident Command
20. Hearing Protection
21. Health & Safety Plan
22. Heat Stress
23. Hot Work
24. Human Factors
25. Industrial Housekeeping
26. Line Breaking
27. Management of Change
28. Lockout/Tagout
29. Machine Guarding
30. PPE
31. Hand Tool & Power Tool Safety
32. PSM/RMP
33. RCRA Contingency Plan
34. Respiratory Protection Program
35. Spill Prevention, Control, & Countermeasures Plan
36. Security Awareness
37. Storm Water Pollution Prevention

New operators are required to work a minimum of two weeks with a qualified operator. The new operator is required to draw the systems he/she will be operating and take a test administered by the area foreman. Following a satisfactory walk-through describing systems operations, safety and emergency procedure, and start-up shutdown procedures, the area foreman will recommend

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operator qualification. The Plant Manager will authorize qualification and ensure union classification reflects the qualification. At a minimum, all operators will receive process specific refresher training every three years as prescribed by 29 CFR §1910.119. This training will include use of personal protective equipment and leak kits as required.

Maintenance employees are trained on all Bay Point Works safety procedures. Training documents are filed in employee training files under Document Control.

VI. Safety Meetings

A. Union/Management Safety Committee

Periodically, the EH&S Supervisor or designee, in conjunction with the Plant Manager, will conduct a Labor/Management Safety Committee Meeting attended with the Union representatives. The purpose of the meeting is to discuss issues associated with improving the facilities safety program and to facilitate dialogue with the employees and management. Minutes from these meetings are retained.

B. All Plant Safety Meetings

General Chemical Bay Point Works has periodic safety meetings with all plant employees. The purpose of the meeting is to convey safety information, answer employee questions and to discuss any safety issues employees might have. The format of most meetings will be to review, in language understandable to every employee, the content of the injury prevention program, special work site hazards, serious concealed dangers, and to cover that month's training topic.

C. Tailgate Meetings

Operations and Maintenance Foremen will review a portion of the company's safe work practices contained in the Safety Manual ("Green Book") or other safety related information.

VII. Hazard Identification & Abatement

A. Management Notice

Management must provide written notice to employees of any serious concealed dangers of which they have actual knowledge. In addition to providing written notice of all serious concealed dangers to employees, supervisors are required to report serious concealed dangers to either OSHA or an appropriate administrative agency within 15 days, or immediately if such danger would cause imminent harm, unless the danger is abated.

Merely identifying the problem is not sufficient. The danger must be reported by the employee to the appropriate supervisor and the EHS Department, who then will help correct the problem. If the danger cannot be corrected, then all employees will be warned to take protective action so that the danger will not result in any injuries.

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B. Daily Workplace Inspections

Workplace safety depends on workplace observation. Employees are responsible for inspecting their work area daily before and during their shift. Each day, before employees begin work, they will inspect the area for any dangerous conditions, such as making sure no safety equipment is blocked or not in good working condition, and complete housekeeping tasks when the job is complete or at the end of each shift. Employees are to inform their supervisor of anything significant, so other employees and visitors are advised. Employees may also be given written communications regarding unsafe conditions or serious concealed dangers. They are to review this communication carefully and adjust their workplace behavior to avoid any danger or hazards. If an employee does not understand or is unsure of the significance of this written communication, they are to contact their supervisor and review planned actions before starting to work.

C. Periodic Safety Tours & Inspections

In addition to the examination of records, work place safety inspections occur periodically, when conditions change, or when a new process or procedure is implemented. During these inspections, this program and other General Chemical safety policies and work practices are reviewed.

Each month a team composed of hourly and salaried employees tour an area of the facility and develop an safety action list. Refer to self audit procedure.

D. Inspections Program

In addition to the periodic safety tours, the Inspections Program will focus on compliance to local, state and federal regulations.

Table 2 - Bay Point Works Regulatory Inspections

Description	Frequency	Responsibility
Safety Showers/Eyewashes	Weekly	Operations
SCBA	Monthly	Operations
Fire Extinguisher	Monthly	Operations
Ladders	Prior to Use/ Annual	Operations/Maint.
Hoists (Rigging)	Annual	Maintenance
First Aid Kits	Monthly	EHS
SIP Kits	Monthly	EHS
Level A Suits	Before each use	Operations/Maint.
Respirators	Prior to use	Employee
Oxygen Inhalators	BiAnnual	Outside Service
Mobile Lifting Equipment	Daily or Prior to Use	Operations/Maint.
Haz. Waste 90 Day Sig. Area	Weekly	Operations

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RCRA Hazardous Waste Tanks	Daily	Operations
Forklifts/Tractors	Daily or Prior to Use	Operations
Acid Hoses	See PM Schedule	Operations/Maint.
Vessel Inspections	See PM Schedule	Engineering
Relief Devices	See PM Schedule	Process Engineering
Fire Alarms & Sprinklers	Weekly/Monthly	Maintenance
Spill Containment Areas	Daily	Operations
Anhydrous Ammonia & HF Unloading	Each Event	Operations

E. Latent Conditions Checklists

In compliance with the Industrial Safety Ordinance, General Chemical Bay Point Works has developed customized Latent Conditions Checklists (see Attachment associated with 27-Human Factors Program). The applicable checklist will be completed periodically with the intention of identifying human factors that lead to or may lead to injuries or incidents that may not otherwise be identified through a traditional audit program. At General Chemical Bay Point Works the applicable Latent Conditions Checklist will be utilized as follows:

- All Major Chemical Accidents or Releases (County Level 2 or 3) and incidents that could have reasonably resulted in a Major Chemical Accident or Release (County Level 2 or 3).
- Injuries that are deemed appropriate by the Plant Manager or EHS Supervisor
- Near misses that are deemed appropriate by the Plant Manager or EHS Supervisor
- In a one time review of each of the operating procedures for Bay Point Works operations.
- On a facility wide basis.

See the Safety-27 Human Factors Program for additional details.

VIII. Incident Investigation & Reporting

A. General Instructions

When an incident occurs that has the potential for or results in, an injury, damage to equipment, vehicle accidents, monetary loss, fire, explosion, spills, or release of hazardous or toxic materials, an investigation must be conducted. Investigations are conducted to obtain the pertinent facts, to determine the underlying root cause to make recommendations of actions that must be taken to prevent reoccurrence.

The following instructions are to be followed to ensure the proper reporting of incidents and the prompt preparation of reports required by General Chemical, regulatory agencies and our insurance carriers.

Supervisors inform all employees that incidents and "near misses" of any nature listed above are to be reported to their immediate supervisor immediately. Supervisors in turn

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will ensure that appropriate communications have been established and necessary investigations and report forms have been completed in a timely manner.

Incidents involving Bay Point Works employees which result in a first aid injury, lost time, multiple injury/illness, fatalities, serious vehicle accidents, fire/explosions, or third party accidents of serious consequence must be reported immediately to the employee's supervisor, EH& S, the Plant Manager or his designee.

The following forms and supplemental documents (See Attachment 1) are utilized for accident reporting and follow-up procedures:

- State Form WC051 Employer's Report of Occupational Injury or Illness (Worker's Compensation)
- State Form DWC Form1 Employee's Claim for Workers' Compensation Benefit (Worker's Compensation)
- Form 2-1 Incident Investigation Report Form
- Form 2-2 Near Miss Form

The applicable forms are to be completed in their entirety and proper location codes and insurance policy numbers must be included. This will serve to identify the reporting location to the insurer for claims and follow-up purposes.

The appropriate forms are to be completed within 24 hours, and a copy of each submitted to the Plant Manager or his designee and the EHS Manager for further reporting, distribution and record keeping. Incident investigations are to be begun within 48 hours of the incident.

B. Employee Injury/Illness

All injuries and illnesses to employees arising out of or in the course of their employment must be reported immediately to the employee's salaried supervisor.

If the injury/illness is life threatening, the supervisor or designee shall call 911. Then notify the EH&S Department.

If the injury/illness is non-life threatening, the supervisor will escort the employee to the first aid trailer and notify the EH&S Department, who will also respond to the first aid trailer to assist in treatment and begin documentation. At that point, if further treatment is required, the employee will be sent off-site to the company medical provider for medical evaluation and/or treatment.

If an employee goes off-site for medical treatment, their supervisor or an EH&S representative must escort them to the treatment facility. Furthermore, no employee will transport himself or herself to any medical facility.

If outside medical treatment is required, the employee must obtain a Return to Work statement from the providing physician. The supervisor, and the EH&S Department need a copy of this documentation.

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All injuries are to be reported as soon as they happen. However, if in an EXTREMELY RARE case, an employee feels an injury or illness after leaving work, the employee must notify their supervisor or the EH&S Department as soon as possible. The supervisor and/or the EH&S Department will initiate the reporting process. Either the supervisor or EH&S will meet the employee at the medical facility. The employee should not drive himself or herself to the treatment facility. They should arrange to have a family member or friend drive them to the treatment facility.

After every follow-up visit, the injured/ill employee must provide Return to Work documentation to the EH&S Department and their supervisor to track any status changes.

First aid cases, those injuries/illnesses not requiring medical treatment or worker's compensation, require documentation in the first aid log. The injured employee's salaried supervisor must complete the Incident Investigation Report Form 2-1 within 24 hours of the incident.

For all other injuries/illnesses (first aid cases with medical bills, recordable, disabling/lost time and fatalities) at least three forms will be required: (1) Incident Investigation Report Form 2-1, (2) the state form "Employer's First Report of Injury or Illness" and (3) "Employee's claim for Workers' Compensation Benefit." The Plant Manager or his designee will distribute the reports further. The supervisor will initiate the investigation of the incident and assist with completion of the report.

Note: Those cases requiring treatment by a physician or others must be fully documented with notes, treatment logs, etc.

The following reporting requirements will apply for investigation and initial filing of written reports to the EHS Manager:

First Aid Cases with Medical Bills (<24 hours)

- Worker's Compensation Report (verbal report to ESIS)
- First Aid Log
- Incident Investigation Report Form 2-1

Recordable, Restricted Duty or Lost Time (Immediately)

- Worker's Compensation Report (verbal report to ESIS)
- OSHA 300 Log required to be updated as soon as possible, but at least within 7 days of receiving the information
- OSHA 301 Form required to be updated as soon as possible, but at least within 7 days of receiving the information
- Incident Investigation Report Form 2-1
- Latent conditions checklist, as required

Fatalities and Any Accidents with One or More Hospitalized - (Immediately)

- Worker's Compensation Report (verbal report to ESIS)
- OSHA 300 Log required to be updated as soon as possible, but at least within 7 days of receiving the information
- OSHA 301 Form required to be updated as soon as possible, but at least within 7 days of receiving the information
- Incident Investigation Report Form 2-1

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- Latent conditions checklist, as required

NOTE: Cal-OSHA requires VERBAL NOTIFICATION immediately at (925) 602-6517 for:

- The death of any employee from a work related incident; or
- In-patient hospitalization for more than 24 hours of 1 or more employees; or
- The loss of any part of the body; or
- Permanent disfigurement.

Reports for other incidents must also be investigated and reported in a timely manner based on their nature and severity, but generally no more than five working days post discovery.

When an employee is off work as a result of disabling injury, the employee's salaried supervisor or, if delegated, the EHS Manager, is to maintain sufficient contact with the employee or attending physician to keep informed of changes in the employee's condition.

For an employee to return to work following a lost time injury, a written release signed by the company's attending physician and concurrence by the employee's salaried supervisor or the Plant Manager permitting the employee to resume regular or limited job duties is required. Treatment by other than a licensed physician will require that the employee be examined by the company's attending physician prior to being allowed to return to normal or limited/restricted duty. A release is also required for return to normal duty from limited/restricted duty.

B. Vehicle Accidents

All accidents involving Company vehicles are to be reported regardless of who is hurt, what property was damaged and to what extent, where it occurred or who was responsible. All vehicle accidents will be reported immediately by telephone to the Plant Manager and EHS Manager. Notify Purchasing for company owned and leased vehicles.

Vehicle accidents are to be reported utilizing Incident Investigation Report Form 2-1. A copy is to be sent to the EHS Manager. Vehicle Accident Reports are to be filed within 24 hours of incident.

In cases where State or local police reports are prepared, the employee is responsible for obtaining and forwarding a copy to the EHS Manager.

When an employee is injured as a result of a vehicle accident, it will be necessary to prepare and submit the State form "Employer's First Report of Injury or Illness" and Employee's Claim for Workers' Compensation Benefit.

Note: These instructions apply to DOT regulated transports, and supplement the accident and investigation program in place under the Distribution/ Transportation Department.

City of Sacramento Bid Recap Sheet

Project Name: Liquid Aluminum Sulfate (Alum)

Bid Opening Date: 5/22/2013

Bid Number: B13141111007

Project Manager: Dan Houston - x 7082

Estimate: \$ 0

Project Type: Goods-Services

Project Number:

Project Department: Utilities

Fee: \$ 0

	Name of Bidder	Location	Amount of Bid
1	Thatcher Company of California	Salt Lake City, UT	\$1,495,000.00
2	Rhodia Inc.	Cranbury, NJ	\$2,125,000.00
3	General Chemical Performance	Parsippany, NJ	\$1,100,000.00
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Bid Opened by: Anitra Bibbs

