CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089707-21-V, One-Time Intense Rehabilitation for Filter Media at the Miramar Water Treatment Plant (MWTP)

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089707-21-V, One-Time Intense Rehabilitation for Filter Media at the Miramar Water Treatment Plant (MWTP) (Contractor).

RECITALS

On or about 8/10/2020, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to one-time intense rehabilitation of filter media at MWTP as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall begin on the Effective Date until completion of the Scope of Services. The City term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00.

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the goods and services to be provided. Contractor will provide any goods and services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe goods and services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

Goods and Services ITB Revised: November 8, 2016 OCA Document No. 879132_3 **5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CITY OF SAN DIEGO CONTRACTOR A Municipal Corporation mc consulting BY: 9400 OLDE T USCANO RD Print Name: CHRISTIANA GAUGER Street Address in Rim Director Purchasing & Contracting Department OKLAHOMA CIT 2020 Citv Date Signed 405/343-0237 Telephone No. NATASHA @ I MCC. ONSULTING. ORG E-Mail Approved as to form this 2 day of BY: Signature of Bidder's Authorized W. ELLIOTT, City Attorney Representative ATASHA BY: Print Name Deputy City Attorney PRESIDENT & SOLE MEMBER 20 2020

Goods and Services ITB Revised: November 8, 2016 OCA Document No. 879132_3 Addendum A August 18, 2020

EXHIBIT A INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are required to attend the pre-bid conference. Bidder's failure to attend will result in disqualification.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

Goods and Services ITB Revised: November 8, 2016 OCA Document No. 879132_3 **2.2** Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved

2.6 Licenses as required in Exhibit B.

2.7 Additional Information as required in Exhibit B.

2.8 Reserved

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City.

Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

Public Records. By submitting a bid, the bidder acknowledges that any 9. information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested

Goods and Services ITB Revised: November 8, 2016 OCA Document No. 879132 3 under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100–14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. **Obtaining Bid Results**. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number

(TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved.

5. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The Public Utilities Department, Water System Operations Division, operates the Miramar Water Treatment Plant (MWTP) located at:

10710 Scripps Lake Drive San Diego, CA 92131

MWTP is currently undergoing plant upgrades that will change the application point of free chlorine from pre-filter to post-filter, enabling the filters to become biological. However, before switching the chlorine application point, the existing media, underdrains and surface area must be rehabilitated by removing all contaminants, i.e. iron and manganese, present within the filter beds by using "inbed" rehabilitation to return the existing media filter to like new condition. If this is not performed discolored water issues within the distribution will result, which will lead to customer complaints.

The scope of work for the filter media rehabilitation consists of providing all necessary materials, tools, equipment, products, and labor to perform rehabilitation of the filter media (anthracite, sand, and underdrains) at the MWTP. Additional City facilities may be added as required.

Proposed Filter(s):	12 filters for rehabilitation
Filter Type:	Concrete gravity dual cell
Anthracite Depth:	48" inches
Estimated Material per Filter/Current:	7182 cubic feet
Filter Dimensions:	42 feet x18 feet
Underdrain Type:	Leopold
Sand/Gravel Depth:	9 inches

A.1 FILTER RECLAMATION AND MEDIA INFORMATION

B. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS

Bidders are required to attend the mandatory pre-bid conference and site inspections to be considered responsive. Failure to attend the mandatory pre-bid conference and site inspection shall deem a bid submittal non-responsive.

In accordance with the San Diego County Public Health Order (effective July 7, 2020) and required by the California Department of Public Health Face Covering Guidance issued on June 18, 2020, all personnel attending the mandatory pre-bid conference

and site inspections are required to wear a face mask at all times during the conference and site inspections. Face coverings includes masks (purchased or homemade), bandanas, scarves and neck gaiters and must cover both the nose and mouth.

The mandatory pre-bid conference will be held at MWTP on Thursday, August 13, 2020 at 11:00 a.m. located at the address provided in Section A above. Contractors shall allow up to approximately $1-1 \frac{1}{2}$ hours for the mandatory pre-bid conference and site inspections. The mandatory site inspections will immediately follow the pre-bid conference. The designated site inspection shall be the only opportunity for bidders to walk the site with City staff.

Bidders are responsible for inspecting the work site to verify site conditions and size of Service areas. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of any lack of knowledge of the sites.

By submitting a bid, Bidder acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

Information provided by the City during the site inspections is not intended to be a substitute for, or a supplement to, the independent verification by the bidder to the extend such independent investigation of site conditions is deem necessary or desirable by the bidder.

C. SCOPE OF WORK

Contractor shall provide one-time intense filter rehabilitation of 12 MWTP filters as defined below.

- 1. Contractor shall remove all contaminants present within the filter beds by "inbed" rehabilitation that will return the existing filter media to like-new condition. The rehabilitation backwash water shall have an expected pH range from 6 to 8.
- 2. Provide independent laboratory testing and analysis of the current media condition along with recommendations for restoration to the City.
- 3. Furnish all necessary materials, tools, equipment, products, labor, and provide supervision to rehabilitate the anthracite, sand and underdrains in all filters at the Miramar WTP.
- 4. All products shall be NSF 60 certified. Products shall not contain nor be hydrochloric (muriatic) acid due to its corrosive nature and dangerous handling requirements.
- 5. Supply all necessary equipment in conjunction with the application of the rehabilitation material.

- 6. Completely dissolve all mud ball formations in the filter beds (with media bed depths up to 5 feet) and remove all deposits from the existing filter media to return the material to like-new condition while leaving the filter media in place. In order to remove the current iron, manganese, and mud ball formations present within the filter beds, Contractor must completely dissolve all mud ball formation and remove all deposits from the existing filter media leaving the material in place.
- 7. Neutralization is required concurrent with the start of the backwash process. Neutralization shall not be permitted through manways or backwash troughs so as not to compromise consistency of results during the initial backwash phase.
- 8. Take samples after the rehabilitation process and have an independent laboratory perform testing/analysis. Submit testing results to the City for acceptance/approval.
- 9. Measure the actual depth of the filter media beds according to their specifications to determine the appropriate amounts of missing material that needs to be added. Provide results to the City.
- 10. Provide to the City a comprehensive inspection report of the condition including recommendations for each individual filter.
- 11. The plant staff will operate the filters during the rehabilitation process in accordance with the Contractor's request.
- 12. The filters shall be drained of water before and after the rehabilitation process for observation.
- 13. The contractor must possess the capability to build an excavation box in the filters if required by the City to inspect the lower layers of the filter bed. Safety issues must be considered as the media beds are up to 5 feet deep.
- 14. The City will accept a split billing on a per plant rehabilitation.

D. CONTRACTOR QUALIFICATIONS

The Contractor shall have a minimum of three (3) years' experience with similar in-site filter rehabilitation projects in water treatment plants or similar water reclamation plants.

Contractor shall submit the following information/documentation with the bid:

- 1. The Contractor shall provide references as requested on the City's Contractor Standards Pledge of Compliance form, from a minimum of three (3) projects of similar size and requirements. City references shall not be accepted.
- 2. The Contractor shall provide detailed inspection reports of previous projects to the City for verification.

E. CONTRACTOR'S ROLES & RESPONSIBILITIES

1. Contractor Representative

Contractor must have a representative, authorized to discuss matters related to this Contract, available during normal business hours, 6:00 a.m. to 5:00 p.m. Monday through Friday. All calls from the Contract Administrator shall be returned within a one (1) hour period and communications by email must be answered within 3 business days.

2. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Technical Representative.

F. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration			
No.			

G. LICENSES. To perform the work described in this solicitation, bidders must hold a current A (Engineering) license.

	License Number	Expiration Date	Name
State of California			
Contractor's	Class:		
License	No.:		

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

H. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

I. PRICING SCHEDULE

Bidder shall complete the pricing page in its entirety to be considered responsive. Pricing shall include all associated fees required to complete the scope of work described herein. Pricing shall be provided with consideration and in accordance to the Prevailing Wage requirements.

E. CONTRACTOR'S ROLES & RESPONSIBILITIES

1. Contractor Representative

Contractor must have a representative, authorized to discuss matters related to this Contract, available during normal business hours, 6:00 a.m. to 5:00 p.m. Monday through Friday. All calls from the Contract Administrator shall be returned within a one (1) hour period and communications by email must be answered within 3 business days.

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F. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000041472	6/30/2022	Ime Consultine, u

G. LICENSES. To perform the work described in this solicitation, bidders must hold a current A (Engineering) license.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: A No.: 1039179	5/31/2022	Ime Consulting, 40

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

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I. PRICING SCHEDULE

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Goods and Services ITB Revised: April 29, 2016 OCA Document No. 1277089

Item No.	Quantity	U/M	Description	Unit Cost	Extension
1	12	EA	One-Time Rehabilitation Maintenance of Media for Filters at MWTP	\$1 <u>, 017, 850</u>	s 1, DI7, 850
			Materials, Tools, Equipment, Product, and Labor for the maintenance of Filter Media at MWTP.		\$ <u></u>
Total Estimate for Section A: One-time Rehabilitation at MWTP			\$ 1, 017, 850		

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Section A: One-time Rehabilitation Maintenance at MWTP

Goods and Services ITB Revised: April 29, 2016 OCA Document No. 1277089 EXHIBIT C



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent City of San Diego, Purchasing and Contracting Division 1200 3rd Avenue, Suite 200 San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 **Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or selfinsurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

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

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly or indirectly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any subcontractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.
EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. **PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. <u>Compliance with Prevailing Wage Requirements</u>. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

Wage Requirements Template Revised December 1, 2017 OCA Document No. 966329_3 of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. <u>Penalties for Violations.</u> Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. <u>Payroll Records.</u> Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors shall also furnish the records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. <u>Apprentices.</u> Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. <u>Working Hours.</u> Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1¹/₂ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

6. <u>Required Provisions for Subcontracts</u>. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. <u>Labor Code Section 1861 Certification</u>. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. <u>Labor Compliance Program</u>. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other

governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. <u>Contractor and Subcontractor Registration Requirements</u>. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1.(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. <u>Stop Order</u>. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. <u>List of all Subcontractors</u>. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder

shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

<u>12. Exemptions for Small Projects</u>. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

City of San Diego CONTRACTOR STANDARDS Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

ITB for One-Time Intense Rehabilitation of Filter Media at the Miramar Water Treatment Plant (MWTP)/Solicitation # 10089707-21-V

B. BIDDER/PROPOSER INFORMATION:

IMC CONSULTING, LLC	IMC CONSULTING, LLC		
Legal Name		DBA	
9400 OLDE TUSCANY RD	OKLAHOMA CITY	OK	73169
Street Address	City	State	Zip
NATASHA ZWANZIGER, PRESIDENT & SOLE MEMBER	(405) 343-0237	(888) 739-3	830
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

latasha Zwanziger President & Sole Member			
Name	Title/Position		
Oklahoma City, OK			
City and State of Residence	Employer (if different than Bidder/Proposer)		
handle all bidding issues, as well as day to da	y business operations		
Interest in the transaction			
Wolfgang Zwanziger	Senior Consultant/Project Manager		
Name	Title/Position		
Oklahoma City, OK			
City and State of Residence	Employer (if different than Bidder/Proposer)		
supervise the entire project			
Interest in the transaction			
Maynard Matt Smith	Assistant Project Manager/Safety Coordinator		
Name	Title/Position		
Dallas, TX	NOHL (working as independent contractor with IMC Consulting)		
City and State of Residence	Employer (if different than Bidder/Proposer)		
assist in project management and serve as sat			
Interest in the transaction			
Yitzhak Gilon	Laborer		
Name	Title/Position		
Mt. Aukum, CA	retired (working as independent contractor with IMC Consulting)		
City and State of Residence	Employer (if different than Bidder/Proposer)		
assist in labor of project			
Interest in the transaction			
Lars Bieberstein	Laborer		
Name	Title/Position		
Oklahoma City, OK	working as independent contractor with IMC Consulting		
City and State of Residence	Employer (if different than Bidder/Proposer)		
assist in labor of project			
Interest in the transaction			
Dale Huffman	Laborer		
Name	Title/Position		
Moore, OK	City of Moore Fire Department (working as independent contractor with IMC Consulting		
City and State of Residence	Employer (if different than Bidder/Proposer)		
assist in labor of project and assist with safety			
Interest in the transaction			

Name	Title/Position Employer (if different than Bidder/Proposer)		
City and State of Residence			
Interest in the transaction	Γ		
Name	Title/Position		
City and State of Residence	Employer (if different than Bidder/Proposer)		
Interest in the transaction			
Name	Title/Position		
City and State of Residence	Employer (if different than Bidder/Proposer)		

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name? No Yes

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit? Yes **√No**

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business? Yes No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated:		_ State of incorporation:		
List corporation's current officers:	Vice Pres:			
Type of corporation: C 🗌 S	ubchapter S			
Is the corporation authorized to do	business in C	alifornia: 🗌 Yes	No	
If Yes, after what date:				
Contractor Standards Form Revised: April 5, 2018 Document No. 841283 4	I	Page 3 of 12		

II T	es, list the name, title and address of	those who own ten perce	nt (10 %) or more	of the corporation's st	ocks: -
					-
	the President, Vice President, Secret rests in a business/enterprise that per				est or other fina ⊡No
lf Y	es, please use Attachment A to disclo	ose.			
Ple	ase list the following:	Authorized	Issued	Outstanding	
a.	Number of voting shares:				
b. c.	Number of nonvoting shares: Number of shareholders:				
d.	Value per share of common stock:		Par	\$	
			Book	\$	
			Market	\$	
List	ited Liability Company Date formed t the name, title and address of memb		ate of formation:	ок	-
List	t the name, title and address of memb		ate of formation: (10%) or more of	ок the company:	-
List	t the name, title and address of memb	ers who own ten percent	ate of formation: (10%) or more of	ок the company:	-
List	t the name, title and address of memb	ers who own ten percent	ate of formation: (10%) or more of	ок the company:	-
List 	t the name, title and address of memb	ers who own ten percent State of formation	ate of formation: (10%) or more of	ок the company:	-
List 	t the name, title and address of memb	ed:	ate of formation: (10%) or more of	ок the company:	- - - - - - - - - - - - - - - - - - -
List 	t the name, title and address of memb tasha Zwanziger-100% tnership Date formed: t names of all firm partners: Proprietorship Date started t all firms you have been an owner, pa	ed:	ate of formation: (10%) or more of	ок the company:	- - - - - - - - - - - - - - - - - - -

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate Contractor Standards form.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes ✓No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding? \Box Yes \bigtriangledown No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

□Yes 🛛 🖓 No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

 Yes
 Image: Additional system of the benefit of creditors in the benefit of the benefit

If Yes, use Attachment A to explain specific circumstances.

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chase Bank

Point of Contact: Jaris

Address: 11920 S. Western Avenue, Oklahoma City, OK 73170

Phone	Number:	(405)	378-0005
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8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2011009797	Year Issued: 2020
---	-------------------

F. PERFORMANCE HISTORY:

In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion? ☐ Yes ✓ No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
 □Yes

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

⊡Yes 🗸 No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

⊡Yes ✓No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

⊡Yes ✓No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Contra Costa Water District

Contact Name and Phone Number: Dan Jones, (925) 688-8341
Contact Email: DJones@ccwater.com
Address: 2411 Bisso Lane, Concord, CA 94520
Contract Date: December 8, 2017
Contract Amount: \$ 895,550.00
Requirements of Contract: Rehabilitation of 11 filters
Company Name: Cal American Water, Northern Division
Contact Name and Phone Number: Nick Wilson (916)275-2215
Contact Email: Nicholas.Wilson@amwater.com
Address: 4701 Beloit Drive, Sacramento, CA 95838
Contract Date: April 29, 2016
Contract Amount: \$ 240,000.00
Requirements of Contract:multi-location filter plants & tank cleaning projects
Company Name: Erie WAter Works
Contact Name and Phone Number: Dave Motherwell (814)870-8000 x406
Contact Email: Dmotherwell@eriewaterworks.org
Address: 340 West Bayfront Parkway, Erie, PA 16507
Contract Date: May 25, 2017
Contract Amount: \$ 382,475.00
Requirements of Contract: Rehabilitation of 16 filters

G. COMPLIANCE:

In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

 Yes
 ✓No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

 Yes
 VNo

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 □Yes
 ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

⊡Yes ✓No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego? □Yes □Vo

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego? □Yes ☑No

Certification #_____

- Are you certified as any of the following:
 - a. Disabled Veteran Business Enterprise Certification #_
 - b. Woman or Minority Owned Business Enterprise Certification # WBENC #2005118547 & Supplier Clearinghouse #9LS0057
 - c. Disadvantaged Business Enterprise Certification #___

J. WAGE COMPLIANCE:

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes Vo** If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: NOT APPLIC	CABLE				
Address:	ž				
Contact Name:	Phone:			Email:	
Contractor License No.:		_ DIR Regi	stration No	D.:	
Sub-Contract Dollar Amount: \$		_ (per year)	\$		(total contract term)
Scope of work subcontractor will perform	n:				
Identify whether company is a subcontra	actor or supp	olier:			
Certification type (check all that apply):[VBE 🗌 ELBE	E 🗆 MBE		BE Not Certified
Contractor must provide valid proof of ca	ertification w	ith the respo	nse to the	bid or propos	al to receive
participation credit.					
Company Name:					
Address:					
Contact Name:					
Contractor License No.:					
Sub-Contract Dollar Amount: \$		_ (per year)	\$		(total contract term)
Scope of work subcontractor will perform	n:				
Identify whether company is a subcontra	actor or supp	olier:			
Certification type (check all that apply):[/BEELBE	E 🔤 MBE		BE Not Certified
Contractor must provide valid proof of ce	ertification w	ith the respo	nse to the	bid or propos	al to receive
participation credit.					

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of Contractor Standards Pledge of Compliance

Initial submission of Contractor Standards Pledge of Compliance as part of a Cooperative agreement

Initial submission of Contractor Standards Pledge of Compliance as part of a Sole Source agreement

Update of prior Contractor Standards Pledge of Compliance dated _____

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Natasha Zwanziger, President & Sole Member

Name and Title

Signature

8/20/2020

Date

City of San Diego CONTRACTOR STANDARDS Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

NONE		
	A	

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Natasha Zwanziger, President & Sole Member

Print Name, Title

Signature

8/20/2020

Date

Contractor Standards Form Revised: April 5, 2018 Document No. 841283_4

Page 12 of 12

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
 - The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: IMC CONSULTING, LLC

Certified By

Natasha Zwanziger Name

Title President & Sole Member

Date August 20, 2020

Signature

Equal Opportunity Contracting Sole Source Contracts, Cooperative Procurement Contracts Goods/Services Contracts Under \$150,000 Revised 1/1/16 OCA Document No. 1208377

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Consultant	Grant Recipient			□ Lessee/Lessor □ Other
Name of Company: IMC CONSULTING, LLC				
ADA/DBA: IMC CONSULTING, LLC				
Address (Corporate Headquarters, where ap	plicable): 9400 Olde Tusc	any Road		
City: Oklahoma City	County: Cleveland		State: OK	Zip: 73169
Telephone Number: (405)343-0237		Fax Number: (88	88)739-3830	
Name of Company CEO: No CEO-Presider	nt: Natasha Zwanziger			
Address(es), phone and fax number(s) of co Address:			(if different from a	bove):
City:			State:	Zip:
Telephone Number:	Fax Number:		Email:	
Type of Business: Utility Management Co	onsulting	Type of License:	General A Engine	ering
The Company has appointed: Natasha Zwa	nziger			
As its Equal Employment Opportunity Offic	er (EEOO). The EEOO has b	een given authority	to establish, disser	minate and enforce equal
employment and affirmative action policies Address: 9400 Olde Tuscany Road, Oklaho		00 may be contacted	d at:	
Telephone Number: (405) 343-0237		39-3830	Email: Natasha	@IMCConsulting.org
	🗆 One San Diego Cou	nty (or Most Lo	ocal County) Wo	ork Force – Mandatory
	Branch Work Force	*		
	□ Managing Office W	ork Force		
	Check the box above the	at applies to this W	FR.	
*Submit a separate Work Force Rep	oort for all participating br	anches. Combine V	VFRs if more than c	one branch per county.
I, the undersigned representative of IMC CC	ONSULTING, LLC			
Cleveland		rm Name)		
			hereby certify that	information provided
(County) herein is true and correct. This document v	(State) (State) (State) (State)) david	August	20 20
			1 5	
NEXMOR				
(Authorized Signature)		NATASH		RIGER

EOC Work Force Report (rev. 08/2018)

The City of

SAN DIEGO

Form Number: BB05

WORK FORCE REPONSE NAME OF FIRM:		2 ULTING, LLC	-	DATE: 8/20/20	020
OFFICE(S) or BRAN	2n	9400 Olde Tuscany Road, Oklahoma City, OK 73169	COUNTY:	Cleveland	

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	Blac Afr	1) ck or ican rican	Hispa	2) inic or tino		3) ian	Ame India	4) erican n/ Nat. skan	Pa	(5) Pacific Islander		er White		(7) r Race/ nicity
s	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														1
Professional											1			
A&E, Science, Computer														
Technical														
Sales											1			
Administrative Support														
Services														
Crafts		1												
Operative Workers														
Transportation														
Laborers*							1				1		1	
*Construction laborers and other fiel	d employ	ees are 1	not to be	include	d on this	s page								
Totals Each Column	0	0	0	0	0	0	1	0	0	0	3	0	1	1
	_	_												
Grand Total All Employees		6												
Indicate by Gender and Ethnicity	the Nu	mber o	f Above	Emplo	yees W	ho Are	Disable	d:						
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Profit Organizations Only:											-			
Board of Directors													Ι	
		1		i	ļ	1	1	i		i .		1		1

Volunteers

Artists

WORK FORCE REPO	ORT – Pag	e 3			
NAME OF FIRM:	IMC CONSU	JLTING, LLC		DATE: 8/20/2020	
OFFICE(S) or BRAN	CH(ES):	9400 Olde Tuscany Road, Oklahoma City, OK 73169	COUNTY:	Cleveland	

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	Blac	(1) Black or African American		(2) Hispanic or Latino		3) ian	Ind	rican ian/ at.	(5) Pacific Islander				(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers							1				2		1	
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers											1			1
Glaziers														
Helpers; Construction Trade														1
Millwrights														1
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance								1						
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column							1				3		1	1
Grand Total All Employees		6]									
ndicate By Gender and Ethnicity the N	umber o	f Abov	e Empl	oyees 1	Who Ar	e Disat	oled:	1	T	1	T			T
Disabled														

WORK FORCE REPORT – Page 2 NAME OF FIRM: IMC CONSULTING, LLC

DATE: 8/20/2020

OFFICE(S) or BRANCH(ES): 145 S. MCCAMPBELL STREET, ARANSAS PASS, TX 78336 COUNTY: SAN PATRICIO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	Blac	1) ck or ican rican	an Hispanic or		(As	3) ian	Ame India	4) rican n/ Nat. skan	Pac	5) tific nder	(6) White		(7) Other Race Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical				1										
Sales														
Administrative Support				1		1								
Services														
Crafts						1		1						
Operative Workers						1					1			
Transportation														
Laborers*														
*Construction laborers and other fiel	ld employ	ees are	not to be	e include	d on this	s page								
Totals Each Column	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Grand Total All Employees		1]									
Indicate by Gender and Ethnicit	y the Nu	mber o	f Above	e Emplo	yees W	ho Are	Disable	d:						
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:							
Board of Directors							
Volunteers							
Artists							

WORK	FORCE	REPORT	- Page	3	
		- 1140	CONCLU	TIMO	

IMC CONSULTING, LLC NAME OF FIRM:

DATE: 8/21/2020

145 S. MCCAMPBELL STREET, ARANSAS PASS, TX 78336 OFFICE(S) or BRANCH(ES):

SAN PATRICIO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or parttime basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

COUNTY:

- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American (M) (F)		(2) Hispanic or Latino				(4) American Indian/ Nat. Alaskan		(5) Pacific Islander				(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons											7			
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers											1			
Glaziers				1										
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance	1													
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters Welding, Soldering & Brazing														
Workers													-	
Workers, Extractive Crafts, Miners														
Totals Each Column											1			
Grand Total All Employees]	1	e Errori			Discl	lade							
ndicate By Gender and Ethnicity the N Disabled	umber o	Abov	e Empl	oyees	wno Ar	Disat			1		1	1	T	1

DIVISION VIII MSDS SHEETS



Material Safety Data Sheet Product: CORE 52 Coyne Chemical Company

MATERIAL SAFETY DATA SHEET

CORE 52

SECTION 1: CHEMICAL PRODUCT AND COMPANY INFORMATION

Product Name	Company Infor	nation		Phone Number			Date
Core 52	Coyne Chemical 31015 State Roa	ld		Tel: (215) 785-300 Fax: (215) 785-158	85		e Date: 5/2/2011
	Croydon, PA 19	021-0997		Emergency (Cherr Emergency (Intern			
SECTION 2: COMPO	NENTS			OSHA (ACGIH) E	XPOSUR	ELIMITS	
			T 14/4	TLV (A	CGIH)		
Chamical Name	% W/W CAS N	lum har	TWA		STEL	na ai lua a	Other
<u>Chemical Name</u> Proprietary		l umber -38-1	ppm	<u>mg/ml</u> 5	ppm	mg/m³	Other MFG.
NA = Not Applicable	NE = Not Established						
SECTION 3: HEALT	H HAZARDS						
Irritation:	[X] Skin [X] Eye	[X] Severe [X] Severe		[X] Moderate [X] Moderate		[] Mild (Tra [] Mild (Tra	
Corrosivity:	[X] Skin [X] Eye	[] 4 Hrs. (DOT) [X] May cause bu	rns if not fl	[] 24 Hrs. (CPSC) ushed with water			
Sensitization:	[] Skin [] Other: None Known	[] Respiratory		[] Allergen	[] Other	: None Know	n
Inhalation Effects:	[] Narcotic Effect [] Other: None Known	[] Cyanosis		[] Asphyxiant			
Lung Effects (Specify):	[] Other: None Known						
Other (Specify):	[X] Repeated Contact: Ski	n Defatter Other (S	Specify): N	one Known			
SECTION 4: TOXILO	OGICAL INFORMATION						

Acute ToxicityProduct/Ingredient nameResultSpeciesDoseExposureSodium BisulfateLD50 OralRat2800 mg/kg

Chronic Toxicity No specific data.

SECTION 5: PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Dry (Anhydrous) crystalline solid spherical shape beads.
Color:	Off-white.
Odor:	Fresh to pungent.
Molecular Weight:	120
pH:	<1 [Conc. (% w/w): 5%]
Melting/Freezing Point:	177 degrees C (350.6 degrees F)
Specific Gravity:	1.28 g/cm ³
Solubility:	Partially soluble in the following materials: cold water and hot water

SECTION 6: STABILITY AND REACTIVITY

Chemical Stability:	The product is stable.
Conditions to Avoid:	DO NOT store product where exposed to moist conditions.
Materials to Avoid:	Reactive or incompatible with the following materials: oxidizing materials, acids and alkalis. DO NOT MIX
	dry or concentrated solutions of this product with concentrated solutions of chlorine bleach, ammonia
	cleansers or similar product.
Hazardous Decomposition Products:	Under normal conditions of storage and use, hazardous decomposition products should not be produced.
Possibility of Hazardous Reactions:	Under normal conditions of storage and use, hazardous reactions will not occur.
Hazardous Polymerization:	Under normal conditions of storage and use, hazardous polymerization will not occur.

SECTION 7: EXPOSURE CONTROLS/PERSONAL PROTECTION EQUIPMENT

CANADA

Occupational Exposure Limits			TWA (8 Hou	rs)		STEL (15 mins)		Ceiling		
Ingredient	List Name	ppm	mg/m ³	Other	ppm	mg/m ³	Other	ppm	mg/m ³	Other	Notations
No Known Value											

Consult Local Authorities for acceptable exposure limits.

Recommended monitoring procedures:	Personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment.
Engineering measures:	Use only with adequate ventilation. Keep the process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits.
Hygiene measures:	Ensure that eyewash stations and safety showers are close to the workstation location. Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period.
Personal Protection	
Respiratory: Hands: Eyes: Skin: Environmental exposure controls:	In dusty atmospheres (>10 mg/m ³), use a NIOSH-approved dust respirator Rubber gloves. Safety glasses or chemical goggles Cotton-blend coveralls Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters, or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

SECTION 8: HANDLING AND STORAGE

Handling: Put on appropriate personal protective equipment. Avoid breathing dusts. Wash thoroughly after handling.

Storage: Material is hygroscopic and will readily absorb moisture. DO NOT store dry product where exposed to moist conditions. Keep container tightly closed.

SECTION 9: TRANSPORT INFORMATION

DOT/TDG/MXT/IMDG/IATA: Not Regulated

SECTION 10: REGULATORY INFORMATION

US FEDERAL REGULATIONS

SARA (Superfund Amendments and Reauthorization Act): SARA 302 (Extremely Hazardous Substances List):

SARA 312 (Hazard Category): SARA 313 (Toxic Chemicals List):	NA NA
CERCLA (Comprehensive Environmental Response-Compensation and Liability Act): RCRA (Resource Conservation and Recovery Act) Listed Hazardous Wastes: CWA (Clean Water Act) Listed Substances: FDA (Food and Drug Administration):	NA NA NA
TSCA (Toxic Substances Control Act):	All Ingredients are listed

NFPA Hazard Information Sign

 [1] Health Hazard (Blue Diamond) 4 Deadly 3 Extreme Danger 2 Hazardous 1 Slightly Hazardous 0 Normal Material 	 [1] Reactivity Hazard (Yellow Diamond) 4 May Detonate 3 Shock and Heat May Detonate 2 Violent Chemical Change 1 Unstable if Heated 0 Stable 	
[0] Fire Hazard (Red Diamond) Flash Points: 4 Below 73 F 3 Below 100 F 2 Below 200 F 1 Above 200 F 0 Will Not Burn	[] Specific Hazard (White Diamond) OXY Oxidizer ACID Acid ALK Alkali COR Corrosive W Use No Water	

SECTION 11: INTERNATIONAL REGULATIONS

CANADA

D	DSL	NA
V	VHMIS Hazard Classification	NA
V	VHMIS Trade Secret Registry Number(s)	NA
V	VHMIS Hazardous Ingredients	NA
V	VHMIS Symbols	NA
E	INECS Master Inventory	NA
E	EC Primary Risk Symbol	NA
E	EC Risk and Safety Phrases	NA
	-	

SECTION 12: FIRST AID

EUROPEAN UNION (EU)

Eye Contact:	Immediately flush eyes with plenty of water for at least 20 minutes, occasionally lifting the upper and lower eyelids. If redness or irritation persists, get prompt medical attention.
Skin Contact:	In case of contact, immediately flush skin with plenty of water for at least 20 minutes. If skin irritation occurs, seek medical attention.
Inhalation:	Move exposed person to fresh air. If not breathing, if breathing is irregular, or if respiratory arrest occurs, provide artificial respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. If irritation or discomfort persists, seek medical attention.
Ingestion:	Wash out mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Call medical doctor or poison control center immediately.
Protection of first-aiders:	No action shall be taken involving any personal risk or without suitable training.

SECTION 13: ACCIDENTAL RELEASE MEASURES

[] Flush with Water [X] Keep Upwind	erial is Released or Spilled: [] Absorb with Sand or In [X] Prevent Spills vith Federal, State, and Local	ert Material	[] Neutralize [X] Dispose of Promptly	[X] Sweep or Scoop Up & Remove
SECTION 14: FIRE	AND EXPLOSION DAT	ГА		
Characteristics:				
	Flash Point		NA	
	Flash Point Me	()	NA	
	Upper Explosio		NA	
	Lower Explosio	()	NA	
	Autoignition Tel Fire Hazard Cla	mperature assification (OSHA/NFP	A) NA	
Extinguishing Media:			,	
••••				
[X] Water Spray	[X] Water Fog	[X] Water Stream	[X] CO ²	[X] Dry Chemical
[] Alcohol Foam [X] Other: As Required for	[X] Foam Fire Being Fought	[] Earth or Sand		
Special Fire Fighting Pro	cedures:			
[] Don't Enter Building [X] Use Breathing Apparatu	[] Allow Fire to Burn us	[] Don't Use Water	[] Water May Ca	use Frothing
[X] Other: Move Containers	s from Fire Area, If Can Be D	one Without Risk. If usi	ng water, wear first aid prote	ective equipment.
Unusual Fire and Explosi	ion Hazards:			
[] Dust Explosion Hazard	[] Sensitive to Shock	[] Contamination	[] Temperature	
-		-		

SECTION 15: DISPOSAL CONSIDERATIONS

Disposal should be in accordance with applicable regional, national, and local laws and regulations. Refer to Section 7 (Exposure Controls/Personal Protection Equipment) and Section 8 (Handling and Storage) for additional handling information and protection of employees.

SECTION 16: ECOLOGICAL INFORMATION

Environmental Effects: This product readily dissolves in water to form a weak acid solution. A 0.05 % or greater (by weight) solution of this product will likely be acutely harmful to aquatic life.

Other Adverse Effects: No known significant effects or critical hazards.

MATERIAL SAFETY DATA SHEET BSL 8000

AILEY STREET LIMITED

This document has been prepared to meet the requirements of the U.S. OSHA Hazard Communication Standard, 29 CFR 1910.1200.

SECTION 1 – CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name	BSL 8000
Chemical Family	Acid Blend
Manufacturer's Name	Bailey Street Limited
Manufacturer's Address	3021 Telegram Avenue, Stockton, CA 95204
Manufacturer's Phone Number	(209) 986-6208
Medical/Handling Emergency Phone Number	CHEMTREC 1-800-424-9300 (24 hours a day)
Transportation Emergency Phone Number	CHEMTREC 1-800-424-9300 (24 hours a day)

SECTION 2 – COMPOSITION INFORMATION

Chemical Name	<u>CAS #</u>	<u>% W/W</u>	<u>OTHER</u>
Proprietary Blend			

SECTION 3 – HAZARDS IDENTIFICATION

Emergency Overview

Appearance & Odor: Clear, colorless, slight odor

Danger: Corrosive. Use in accordance with manufacturer's instructions.

Target Organs: Eyes, Skin.

Eye - Contact with liquid is corrosive to the eyes and may cause burns. Contact with the eyes may cause corneal damage.

Skin – May causes skin irritation and possible burns.

Ingestion – May cause gastrointestinal irritation with nausea, vomiting, and diarrhea.

Inhalation – May cause chemical burns to the respiratory tract if prolonged and sustained inhalation occurs.

SECTION 4 – FIRST AID MEASURES

Eyes – Immediately flush with flowing water continuously for at least 15 to 20 minutes, lifting the upper and lower eyelids intermittently. Do NOT rub eyes or keep eyes closed. If contacts are worn, they should be removed before or during flushing. See a medical doctor or ophthalmologist immediately.

Skin – Immediately flush with soap and water for 15 to 20 minutes with flowing water while removing contaminated clothing and/or shoes. Remove goggles last to keep material from washing into eyes.

Clothing should be washed before reuse. Do not allow contaminated clothing to dry before washing clothing on site. <u>Get medical attention immediately.</u>

Ingestion - Do not induce vomiting. IF the victim is conscious, give plenty of water to drink to dilute the stomach contents. Never give anything by mouth to an unconscious person. Loosen clothing such as a collar, tie, belt, or waistband. If victim is not breathing, give artificial respiration. <u>Get medical attention immediately</u>.

Inhalation – Remove from exposure and move to fresh air immediately. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. <u>Get medical attention immediately.</u>

SECTION 5 – FIRE FIGHTING MEASURES

General Information – As in any fire, wear a self contained breathing apparatus in pressure-demand, MSHA/NIOSH-approved or equivalent and full protective gear. Water runoff can cause environmental damage. Dike and collect water used to fight fire. Water may cause frothing. Use water with caution and in flooding amounts. <u>Contact professional fire fighters immediately.</u>

Extinguishing Media – USE WATER ONLY! Do NOT use carbon dioxide. Do NOT use dry chemicals. Do NOT get water inside containers. <u>Contact professional fire-fighters immediately</u>.

Flash Point – None Autoignition Temperature – N/A Explosion Limits, Lower – N/A Upper – N/A Fire Hazard Classification (OSHA/NFPA) – 0

SECTION 6 – ACCIDENTIAL RELEASE MEASURES

General Information – Use proper personal protective equipment as indicated in Section 8. Also, make sure to follow steps in accordance with federal, state, and local regulations.

Spills/Leaks – Avoid runoff into storm sewers and ditches which lead to waterways. Clean up spills immediately, observing precaution in the Protective Equipment section. Remove all sources of ignition. Absorb spill using material such as earth, sand, or vermiculite. Flush spill with water. Neutralize. Provide ventilation.

SECTION 7 – HANDLING AND STORAGE

Handling – Always wash after handling. Wear chemical splash monogoggles and full face shield, impervious clothing, such as rubber, PVC, etc and rubber or neoprene gloves and shoes. Do not get in eyes, skin, or clothing. Keep out of direct sunlight. Keep containers closed when not in use. Do not use pressure to empty containers. WHEN MIXED WITH OTHER CHEMICALS, NEVER CLOSE CONTAINER. Never smoke when handling chemicals. Keep out of the reach of children.

Storage – Store drums in cool areas and out of direct sunlight. Store in the original vented containers.

SECTION 8 – PERSONAL PROTECTION/EXPOSURE CONTROL

Engineering Controls – Always use explosion proof ventilation equipment. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.

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

Respiratory – Use NIOSH/DHHS approved self contained breathing apparatus (SCBA) or other approved atmospheric supplied respirator (ASR) equipment.

Protective Clothing –For body protection wear impervious clothing such as an approved splash protective suit made of SBR Rubber, PVC (PVC Outer shell with Polyester Substrate), Gore-Tex (Polyester trilaminate with Gore-Tex) or a specialized HAZMAT Splash or Protective Suit (Level A, B, or C). For foot protection wear approved rubber boots.

Gloves – For hand protection, wear approved gloves made of butyl rubber, natural rubber, or other material that is impervious to acids. Do not use cotton, wool or leather. Thoroughly rinse the outside of gloves with water prior to removal. Inspect regularly for leaks.

SECTION 9 – PHYISCAL AND CHEMICAL PROPERTIES

Physical State – Liquid Appearance – Clear Odor – Slight odor pH – 1.5 Vapor Pressure – N/A Vapor Density – N/E Evaporation Rate - < 1.0 (Butyl Acetate = 1, Water = 1) Viscosity – N/A Boiling Point – 100 deg C Freezing/Melting Point - < 0 deg C Solubility – Completely Soluble in Water Specific Gravity/Density – 1.16 at 20/20 Deg C (Water = 1) Molecular Weight – N/E

SECTION 10 – STABILITY AND REACTIVITY

Chemical Stability – Stable

Conditions to Avoid – Contact to skin and eyes

Incompatible Materials - Strong Alkalis

SECTION 11 – TOXILOGICAL INFORMATION

Eye Effects – Extremely irritating, corrosive, can cause corneal burns. Always wear personal protective equipment.
 Skin Effects – Extremely irritating, corrosive. Always wear personal protective equipment.
 Inhalation – Can cause mild irritation, always wear personal protective equipment.
 Target Organs – Eyes, skin

SECTION 12 -ECOLOGICAL INFORMATION

Ecotoxilogical Information – N/A Chemical Fate Information – N/A

SECTION 13 – DISPOSAL CONSIDERATIONS

Discharge product into a suitable treatment system in accordance with all regulatory agencies. The appropriate regulatory agencies should be contacted prior to disposal, as some state and local regulations may be more stringent than federal regulations.

SECTION 14 – TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION (DOT)

Proper Shipping Name – BSL 8000 Primary Hazard Class/Division - Corrosive Liquid, Acid Hazard Class, Subsidiary – 8 UN/NA Number - UN 1760 Packing Group – III Label(s) - Corrosive **Placard(s)** – Corrosive

SECTION 15 – REGULATORY INFORMATION

OSHA Hazard Communication – Corrosive **TSCA Inventory** – Listed CERCLA Section 102 (a) - N/A SARA Section 302 – N/A SARA Section 312 – N/A SARA Section 313 – Hydrochloric Acid (CAS No. 7647-01-0) & Phosphoric Acid (CAS No. 7664-38-2) **NFPA Hazard Information Sign**

[2] Health Hazard (Blue Diamond) 4 Deadly 4 May Detonate 3 Extreme Danger 2 Hazardous 1 Slightly Hazardous **0** Normal Material 0 Stable [0] Fire Hazard (Red Diamond) Flash Points: OXY Oxidizer 4 Below 73 F ACID Acid 3 Below 100 F ALK Alkali 2 Below 200 F COR Corrosive 1 Above 200 F W 0 Will not Burn

[0] Reactivity Hazard (Yellow Diamond) 3 Shock and Heat May Detonate 2 Violent Chemical Change 1 Unstable if Heated

[ACID] Specific Hazard (White Diamond) Use no Water

SECTION 16 – OTHER INFORMATION

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

Prepared by Richard Lawson on January 2, 2012.

MATERIAL SAFETY DATA SHEET BSL PRO

D AILEY STREET LIMITED

This document has been prepared to meet the requirements of the U.S. OSHA Hazard Communication Standard, 29 CFR 1910.1200.

SECTION 1 – CHEMICAL PRODUCT AND COMPANY

IDENTIFICATION Product NameBSL PROChemical FamilyInorganic PeroxideManufacturer's NameBailey Street LimitedManufacturer's Address3021 Telegram Avenue, Stockton, CA 95204Manufacturer's Phone Number(209) 986-6208Medical/Handling Emergency Phone NumberCHEMTREC 1-800-424-9300 (24 hours a day)Transportation Emergency Phone NumberCHEMTREC 1-800-424-9300 (24 hours a day)

SECTION 2 – COMPOSITION INFORMATION

Chemical Name	<u>CAS #</u>	Percent by Weight	EINECS/ELINCS
Hydrogen Peroxide Blend	7722-84-1	20 - 40	231-765-0
Water	7732-18-5	60 - 80	231-791-2

SECTION 3 – HAZARDS IDENTIFICATION

Emergency Overview

Appearance & Odor: Clear, colorless, slight odor

Danger: Strong oxidizer. Contact with other material may cause a fire. Eye contact may result in permanent eye damage. Corrosive. Causes eye and skin irritation and possible burns. May be harmful if swallowed. May cause sever respiratory tract irritation with possible burns. May cause severe digestive tract irritation with possible burns. May cause blood abnormalities. Light sensitive. May cause central nervous system effects

Target Organs: Blood, central nervous system.

Eye - Contact with liquid is corrosive to the eyes and causes severe burns. Contact with the eyes may cause corneal damage.

Skin – Causes severe skin irritation and possible burns. May cause discoloration, erythema (redness), swelling, and the formation of papules and vesicles (blisters).

Ingestion – Causes gastrointestinal irritation with nausea, vomiting, and diarrhea. Causes gastrointestinal tract burns. May cause vascular collapse and damage. May cause damage to the red blood cells. May cause difficult in swallowing, stomach distension, possible cerebral swelling and death. Ingestion may result in irritation of the esophagus, bleeding of the stomach and ulcer formation.

Inhalation – Causes chemical burns to the respiratory tract. May cause ulceration of nasal tissue, insomnia, nervous tremors with numb extremities, chemical pneumonia, unconsciousness, and

death. At high concentrations, respiratory effects may include acute lung damage and delayed pulmonary edema.

Chronic – Prolonged or repeated skin contact may cause dermatitis. Laboratory experiments have resulted in mutagenic effects. Repeated contact may cause corneal damage.

SECTION 4 – FIRST AID MEASURES

Eyes – Immediately flush with flowing water continuously for at least 15 to 20 minutes, lifting the upper and lower eyelids intermittently. Do NOT rub eyes or keep eyes closed. If contacts are worn, they should be removed before or during flushing. <u>See a medical doctor or ophthalmologist immediately</u>.

Skin – Immediately flush for 15 to 20 minutes with flowing water while removing contaminated clothing and/or shoes. Remove goggles last to keep material from washing into eyes. Clothing should be washed before reuse. Do not allow contaminated clothing to dry before washing clothing on site. <u>Get medical attention immediately.</u>

Ingestion - Do not induce vomiting. If the victim is conscious and alert, give 2-4 cupfuls of milk or water. Never give anything by mouth to an unconscious person. Examine lips and mouth to determine whether the tissues are damaged which may indicate ingestion. Absence of such signs is not conclusive. Loosen clothing such as a collar, tie, belt, or waistband. If victim is not breathing, give artificial respiration. If victim is conscious, give plenty of water to dilute the stomach contents. <u>Get medical attention immediately</u>.

Inhalation – Remove from exposure and move to fresh air immediately. If breathing is difficult, give oxygen. Do NOT use mouth to mouth resuscitation. If breathing has ceased, apply artificial respiration using oxygen and a suitable mechanical devise such as a bag and a mask. <u>Get medical attention immediately.</u>

Notes to Physician – Treat symptomatically and supportively. Attempts at evacuating the stomach via emesis induction or gastric lavage should be avoided. In the event of severe distension of the stomach or esophagus due to gas formation, insertion of a gastric tube may be required.

To treat corneal damage, careful ophthalmologic evaluation is recommended and the possibility of local corticosteroid therapy should be considered.

SECTION 5 – FIRE FIGHTING MEASURES

General Information – As in any fire, wear a self contained breathing apparatus in pressure-demand, MSHA/NIOSH-approved or equivalent and full protective gear. Water runoff can cause environmental damage. Dike and collect water used to fight fire. Strong oxidizer. Contact with other material may cause fire. During a fire, irritating and highly toxic gases may be generated by thermal decomposition or combustion. Use water spray to keep fire-exposed containers cool. Substance is noncombustible. Use water with caution and in flooding amounts. Vapors may be heavier than air. They can spread along the ground and collect in low or confined areas. Some oxidizers may react explosively with hydrocarbons (fuel). May decompose explosively when heated or involved in a fire. May accelerate burning if involved in a fire.

Extinguishing Media – USE WATER ONLY! Do NOT use carbon dioxide. Do NOT use dry chemicals. Do NOT get water inside containers. Contact professional fire-fighters immediately. Cool containers with flooding quantities of water until well after fire is out. For large fires, flood fire area with large quantities of water, while knocking down vapors with water fog.

Flash Point - Noncombustible

Autoignition Temperature – Not flammable but decomposes at about 100⁰ F.

Explosion Limits, Lower – 40 vol %

Upper – 100 vol %

Hazardous Products of Decomposition and/or Combustion - Flammable oxygen gas

NFPA Ratings – HEALTH – 3 FLAMMABILITY – 0 REACTIVITY – 1 OTHER – OX

SECTION 6 – ACCIDENTIAL RELEASE MEASURES

General Information – Use proper personal protective equipment as indicated in Section 8.

Spills/Leaks – Avoid runoff into storm sewers and ditches which lead to waterways. Clean up spills immediately, observing precaution in the Protective Equipment section. Use water spray to disperse the gas/vapor. Remove all sources of ignition. Absorb spill using an absorbent, non-combustible material such as earth, sand, or vermiculite. Do not use combustible materials such as sawdust. Flush spill are with water. Provide ventilation. Do not get water inside containers. Keep combustibles (wood, paper, oil, etc.) away from spilled material.

Release Notes – Dilute with a large volume of water and hold in a pond of diked area until hydrogen peroxide decomposes. Hydrogen peroxide may be decomposed by adding sodium metabisulfite or sodium sulfite after diluting to about 5%. Dispose according to methods outlined for waste disposal.

SECTION 7 – HANDLING AND STORAGE

Handling – Wear chemical splash monogoggles and full face shield, impervious clothing, such as rubber, PVC, etc and rubber or neoprene gloves and shoes. Keep away from heat, sources of ignition, and out of direct sunlight. Avoid contact with incompatible materials such as paper, fabrics, cotton, leather, wood or other combustibles. Keep containers closed when not in use. Do not use pressure to empty containers. Do not return unused product to the container. Utensils used for handling hydrogen peroxide should only be made of glass, stainless steel, aluminum, or plastic.

Storage – Store drums in cool areas and out of direct sunlight and away from combustibles. Store in the original vented containers. Do not stack drums. Do not store on wooden pallets.

Provide mechanical general and/or local exhaust ventilation to prevent release of vapor or mist into the work environment.

SECTION 8 – PERSONAL PROTECTION/EXPOSURE CONTROL

Engineering Controls – Use explosion proof ventilation equipment. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Use adequate general or local exhaust ventilation to keep airborne concentrations below the permissible exposure limits.

Personal Protective Equipment

Eyes/Face – Use chemical splash-type monogoggles and a full face shield made of polycarbonate, acetate, polycarbonate/acetate, PETG or thermoplastic.
Respiratory – If concentration in excess of 10 ppm are expected, use NIOSH/DHHS approved self contained breathing apparatus (SCBA) or other approved atmospheric supplied respirator (ASR) equipment (e.g. a full face airline respirator (ALR). NO NOT use any form of air purifying respirator (APR) or filtering facepiece (AKA dust mask), especially those containing oxidizable sorbents such as activated carbons.

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

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

Exposure Limits: OSHA PEL = 1 ppm TWA

ACGIH TLV = 1 ppm TWA

SECTION 9 – PHYISCAL AND CHEMICAL PROPERTIES

Physical State – Liquid **Appearance** – Clear, Colorless **Odor** – Slight acid odor **pH** – 3.3 (30% solution) Vapor Pressure – 23 mm Hg @30C Vapor Density - 1.10 **Evaporation Rate** - > 1.0 (Butyl Acetate = 1) Flash Point – Non-combustible Viscosity - 1.25 cP **Boiling Point** – 108 deg C @ 760mmHg Freezing/Melting Point - -33 deg C **Decomposition Temperature** – N/A **Solubility** – Miscible in water Specific Gravity/Density – 1.1-1.2 (30-50%) Molecular Formula – Solution Molecular Weight - N/A

SECTION 10 – STABILITY AND REACTIVITY

Chemical Stability – Decomposes slowly to release oxygen. Unstable when heated or contaminated with heavy metals, reducing agents, rust, dirt, or organic materials. Stability is reduced when pH is above 4.0

Conditions to Avoid – Excessive heat or contamination could cause heat product to become unstable, mechanic shock, incompatible materials, light, ignition sources, dust generation, excess heat, combustible materials, reducing agents, alkaline materials, strong oxidants, rust, dust, ph > 4.0.

Polymerization - Will not occur

Incompatible Materials – Reducing agents, wood, paper, and other combustibles, iron and other heavy metals, copper alloys and caustic.

Hazardous Decomposition Products - Oxygen which support combustion.

SECTION 11 – TOXILOGICAL INFORMATION

Toxicology Data

Oral LD 50 (rat) = 1232 mg/kg (for 35%) Dermal LD 50 (rabbit) > 2000 mg/kg (for 35/5) Inhalation LC 50 (rat, 4 hr) = 2000 mg/m³

Carcinogenicity/Mutagenicity

IARC Group 3 – Inadequate evidence for Carcinogenicity in humans but limited evidence for Carcinogenicity in experimental animals.

ACGIH A3 - Confirmed animal Carcinogen with unknown relevance to humans

Eye Effects – (35% hydrogen peroxide), extremely irritating/corrosive (rabbit) [FMC Study No I83-748] **Skin Effects** – (35% hydrogen peroxide), mildly irritating after 4 hour exposure (rabbit) [FMC Study No I83-747]

Dermal LD₅₀ (35% hydrogen peroxide), > 2,000 mg/kg (rabbit) [FMC Study No. I83-746] **Oral LD**₅₀ – (35% hydrogen Peroxide), > 1,193 mg/kg (rat) [FMC Study No. I83-745]

Inhalation LC₅₀ – (50% pure hydrogen peroxide), > 0.17 mg/1 (rat) [FMC Study No. I89-1080] **Target Organs** – Eyes, nose, throat

Acute Effects from Overexposure – Extremely irritating/corrosive to eyes and gastrointestinal tract. May cause irreversible tissue damage to the eyes including blindness. Inhalation of mist or vapors may be severely irritating to nose, throat, and lungs. May cause skin irritation.

Chronic Effects from Overexposure – The International Agency for Research on Cancer (IARC) has concluded that there is inadequate evidence for carcinogenicity of hydrogen peroxide in humans, but limited evidence in experimental animals (Group 3 not classifiable as to its carcinogenicity to humans). The American Conference of Governmental Industrial Hygienists (ACGIH) has concluded that hydrogen peroxide is a 'Confirmed Animal Carcinogen with Unknown Relevance to Humans' (A3).

SECTION 12 – ECOLOGICAL INFORMATION

Ecotoxilogical Information	Channel catfish 96-hour LC ₅₀ = 37.4 mg/L
	Fathead minnow 96-hour LC ₅₀ = 16.4 mg/L
	Daphnia magna 24-hour EC ₅₀ = 7.7 mg/L
	Daphnia pulex 48-hour LC ₅₀ = 2.4 mg/L
	Freshwater snail 96-hour LC ₅₀ = 17.7 mg/L

For more information refer to ECETOC "Joint Assessment of Commodity Chemicals No. 22, Hydrogen Peroxide." ISSN-0773-6339, January 1993

Chemical Fate Information – Hydrogen peroxide in the aquatic environment is subject to various reduction or oxidation processes and decomposes into water and oxygen. Hydrogen peroxide half-life in

freshwater ranged from 8 hours to 20 days, in air from 10-20 hours, and in soils form minutes to hours depending upon microbiological activity and metal contaminants.

SECTION 13 – DISPOSAL CONSIDERATIONS

An acceptable method of disposal is to dilute with a large amount of water and allow the hydrogen peroxide to decompose followed by discharge into a suitable treatment system in accordance with all regulatory agencies. The appropriate regulatory agencies should be contacted prior to disposal, as some state and local regulations may be more stringent than federal regulations.

SECTION 14 – TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION (DOT)

Proper Shipping Name – Hydrogen Peroxide, aqueous solution with not less than 20%, but not more than 40% hydrogen peroxide Primary Hazard Class/Division – 5.1 Oxidizer Hazard Class, Subsidiary – 8 UN/NA Number – UN 2014 Packing Group – II Label(s) – Oxidizer, Corrosive Placard(s) – 5.1 Oxidizer Additional Information – DOT Marking: Hydrogen Peroxide, aqueous solution with not less than 20%, but not more than 40% Hydrogen Peroxide, UN 2014 Hazardous Substance/RQ – N/A 49 STCC Number – 4918775 DOT Spec – stainless steel/high purity aluminum cargo tanks and rail cars. UN Spec – HDPE drums. Contact FMC for specific details

SECTION 15 – REGULATORY INFORMATION

OSHA Hazard Communication – Corrosive, Oxidizer TSCA Inventory – Yes CERCLA Section 102 (a) – No SARA Section 302 – No SARA Section 311 Acute – Yes Chronic – No Fire – Yes Pressure Release – No Reactive – No SARA Section 312 – TPQ = 10,000 lb SARA Section 313 – No

SECTION 16 – OTHER INFORMATION

HMIS (Hazardous Materials Identification System)				
Degree of Hazard Code	9			
4=Severe	3=Serious	2=Moderate	1=Slight	0=Minimal

Health	3
Flammability	0
Physical Hazard	1
Personal Protection (PPE)	Н

Protection = H (safety goggles, gloves, apron, the use of a supplied air or SCBA respirator is required in lieu of a vapor cartridge respirator)

NFPA (National Fire Protection Association)

Degree of Hazard Code 4=Extreme	3=High	2=Moderate	1=Slight	0=Insignificant
	Health	1	3	
	Flamm	nability	0	
	Reacti	vity	1	
	Specia	al	OX	
Special	= OX (Oxidizer)			

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

Prepared by Richard Lawson on January 2, 2012.



SAFETY DATA SHEET



1. Identification		
Product identifier	Sodium Hydroxide Solution 5 - 30%	
Other means of identification		
SDS number	14020000	
Synonyms	Caustic Soda, Caustic, Caustic Soda Solution, Caustic Lye.	, Sodium Hydroxide, Caustic Alkali, Lye,
Recommended use	Neutralization of acids, pH control, gas scrubb	ing, catalyst. Used in manufacture of pulp and
	Paper, petroleum and natural gas, soap and de	
	Treatment, food processing, mining, and metal	I processing.
Recommended restrictions	None known.	
Manufacturer / Importer / Supplie		
Company name Address	JCI Jones Chemicals, Inc. 1765 Ringling Boulevard Sarasota, FL 34236	
General Information Telephone Website	(800) 477-1078 www.jcichem.com	
Emergency phone number	CHEMTREC US: 1-800-424-9300 Canada: 1-800-567-7455	
2. Hazard(s) identification		
Physical hazards	Corrosive to metals	Category 1
Health hazards	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
OSHA defined hazards	Not classified.	
Label elements		
Signal word	Danger	
Hazard statement	May be corrosive to metals. Harmful if swallow	ved. Causes severe skin burns and eye damage.
Precautionary statement		
Prevention		ive gloves/protective clothing/eye protection/face using this product. Do not breathe mist or vapor.
Response	keep comfortable for breathing. If on skin (or h Rinse skin with water/shower. If in eyes: Rinse contact lenses, if present and easy to do. Cont	miting. If inhaled: Remove person to fresh air and nair): Take off immediately all contaminated clothing. e cautiously with water for several minutes. Remove tinue rinsing. Immediately call a poison efore reuse. Absorb spillage to prevent material
Storage	Store locked up.	
Disposal	Dispose of contents/container in accordance w	vith local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	Not classified.	
Environmental hazards	Hazardous to the aquatic environment, acute hazard.	Category 3

Supplemental information	
Hazard statement	Harmful to aquatic life.
Precautionary statement	
Prevention	Avoid release to the environment.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium hydroxide	1310-73-2	5 - 30

4. First-aid measures

4. First-aid measures	
Inhalation	Move to fresh air. If breathing is difficult, give oxygen. If breathing stops, provide artificial respiration. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately.
Skin contact	Take off immediately all contaminated clothing. Wash off IMMEDIATELY with plenty of water for at least 15-20 minutes. Get medical attention immediately! Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Do not induce vomiting. Immediately rinse mouth and drink plenty of water. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Never give anything by mouth to an unconscious person. Do not use mouth-to-mouth method if victim ingested the substance.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Shortness of breath.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Symptoms may be delayed. Keep victim under observation.
General information	In the case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.
5. Fire-fighting measures	
Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire. Do not use halogenated extinguishing agents.
Specific hazards arising from the chemical	The product itself does not burn. May decompose upon heating to produce corrosive and/or toxic fumes. Contact with metal may release flammable hydrogen gas.
Special protective equipment and precautions for firefighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed.
Fire-fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers.
6. Accidental release meas	ures
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Local authorities should be advised if significant spillages cannot be contained.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Following product recovery, flush area with water.
	Small Spills: Absorb spill with vermiculite or other inert material. Clean surface thoroughly to remove residual contamination.
	Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.

Environmental precautions

Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling
 Use caution when combining with water; DO NOT add water to caustic; ALWAYS add caustic to water while stirring to minimize heat generation. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices.
 Conditions for safe storage, including any incompatibilities
 Keep container tightly closed. Store in a cool, dry, well-ventilated place. Store in corrosive resistant container with a resistant inner liner. Store away from incompatible materials (See Section 10). Store at temperatures not exceeding 40°C/104°F. Compatible storage materials may include, but

FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

not be limited to, the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel,

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Туре	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3
US. ACGIH Threshold Limi	t Values	
Components	Туре	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3
US NIOSH Pocket Guide to	Chemical Hazards: Ceiling Limit Valu	e and Time Period (if specified)
Components	Туре	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3
Biological limit values	No biological exposure limits noted for	r the ingredient(s).
Appropriate engineering controls	should be matched to conditions. If a or other engineering controls to main exposure limits have not been establi	air changes per hour) should be used. Ventilation rates pplicable, use process enclosures, local exhaust ventilation, tain airborne levels below recommended exposure limits. If shed, maintain airborne levels to an acceptable level. Eye r must be available when handling this product.
Individual protection measures	s, such as personal protective equipm	ent
Eye/face protection	Wear chemical goggles and face shi	eld.
Skin protection		
Hand protection	Wear appropriate chemical resistant	gloves.
Other	Wear appropriate chemical resistant	clothing.
Respiratory protection	limits (where applicable) or to an acc	n airborne concentrations below recommended exposure eptable level (in countries where exposure limits have not rator must be worn. Respirator type: Chemical respirator with iece.
Thermal hazards	Wear appropriate thermal protective	clothing, when necessary.
General hygiene considerations		ke. Always observe good personal hygiene measures, such al and before eating, drinking, and/or smoking. Routinely uipment to remove contaminants.

9. Physical and chemical properties

Appearance	Viscous liquid.
Physical state	Liquid.
Form	Liquid.
Color	Water white.
Odor	Odorless.
Odor threshold	Not available.
рН	14 (77 °F (25°C)) (0.5% solution)
Melting point/freezing point	35 °F (1.67 °C) (30% solution)
Initial boiling point and boiling range	235 °F (112.78 °C) (30% solution)
Flash point	Not available.

Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or expl	losive limits
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	23.76 mm Hg (approximately) (77 °F (25 °C))
Vapor density	Not available.
Relative density	1.33 (30% solution)
Relative density temperature	68 °F (20 °C)
Solubility(ies)	Completely miscible with water.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.33 g/cm3 (68 °F (20 °C)) (30% solution)
Molecular formula	NaOH

10. Stability and reactivity

Reactivity	Contact with metal may release flammable hydrogen gas.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Reacts violently with strong acids. This product may react with oxidizing agents. Do not mix with other chemicals. Corrosive to aluminum, tin, zinc, copper and most alloys in which they are present including brass and bronze. Corrosive to steels at elevated temperatures above 40°C (104°F).
Incompatible materials	Oxidizing agents. Acids. Phosphorus. Aluminum. Zinc. Tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile.
Hazardous decomposition products	Contact with metals (aluminum, zinc, tin) and sodium tetrahydroborate liberates hydrogen gas.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Causes digestive tract burns. Harmful if swallowed.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Causes severe skin burns.
Eye contact	Causes severe eye burns. Causes serious eye damage.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity	Harmful if swallowed.		
Product	Species	Test Results	
Sodium Hydroxide Solution 10	- 30%		
Acute			
Dermal			
LD50	Rabbit	> 2 g/kg	
Oral			
LD50	Rat	300 - 500 mg/kg	
LD50	Rat	300 - 500 mg/kg	

Product	Species	Test Results		
Other				
LD50	Mouse	40 mg/kg, Intraperitoneal		
Skin corrosion/irritation	Causes severe skin burns a Standard Draize Test: 500 r	nd eye damage. ng/24 hour(s) skin - rabbit severe.		
Serious eye damage/eye irritation	Causes severe eye burns. Causes serious eye damage. Standard Draize Test: 400 μg eyes - rabbit mild; 1 percent eyes - rabbit severe.			
Respiratory sensitization	No data available.			
Skin sensitization	No data available.	No data available.		
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.			
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.			
Reproductive toxicity	No data available.			
Specific target organ toxicity - single exposure	Not available.			
Specific target organ toxicity - repeated exposure	Not available.			
Aspiration hazard	Droplets of the product aspir chemical pneumonia.	ated into the lungs through ingestion or vomiting may cause a serious		
Chronic effects	Prolonged exposure may ca	use chronic effects.		
12 Ecological information				

12. Ecological information

Ecotoxicity	Harmful to ac	quatic life.	
Product		Species	Test Results
Sodium Hydroxide Solution	10 - 30%		
Aquatic			
Fish	LC50	Bluegill (Lepomis macrochirus)	99 mg/l, 48 hours
		Mosquitofish (Gambusia affinis affinis)	125 mg/l, 96 hours
Persistence and degradability	Expected to c	degrade rapidly in air.	
Bioaccumulative potential	The product is not expected to bioaccumulate.		
Mobility in soil	Not available		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT	
UN number	UN1824
UN proper shipping name	Sodium hydroxide solution
Transport hazard class(es)	8
Subsidiary class(es)	-
Packing group	I
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	B2, IB2, N34, T7, TP2

Packaging exceptions	154
Packaging non bulk	202
Packaging bulk IATA	242
UN number	UN1824
UN proper shipping name	Sodium hydroxide solution
Transport hazard class(es)	8
Subsidiary class(es)	-
Packaging group	II
Environmental hazards	No
Labels required	8
ERG Code	8L
	Read safety instructions, SDS and emergency procedures before handling.
IMDG	
UN number	
UN proper shipping name Transport hazard class(es)	SODIUM HYDROXIDE SOLUTION 8
Subsidiary class(es)	o -
Packaging group	
Environmental hazards	
Marine pollutant	No
Labels required	8
EmS	F-A, S-B
Special precautions for use	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and	
the IBC Code	
15. Regulatory information	1
US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication
	Standard, 29 CFR 1910.1200.
	Notification (40 CFR 707, Subpt. D)
Not regulated.	
	lated Substances (29 CFR 1910.1001-1050)
Not listed. CERCLA Hazardous Substa	noo List (40 CEB 202 4)
Sodium hydroxide (CAS 1	
-	authorization Act of 1986 (SARA)
Hazard categories	Immediate Hazard - Yes Delayed Hazard - No
	Fire Hazard - No
	Pressure Hazard - No
	Reactivity Hazard - Yes
SARA 302 Extremely	No
hazardous substance	
SARA 311/312 Hazardous	Yes
chemical	
SARA 313 (TRI reporting)	
Not regulated.	
Other federal regulations	
Clean Air Act (CAA) Section	112 Hazardous Air Pollutants (HAPs) List
Not regulated.	
9	112(r) Assidental Balance Browntian (10 CED C0 120)
Clean Air Act (CAA) Section	112(r) Accidental Release Prevention (40 CFR 68.130)
Clean Air Act (CAA) Section Not regulated.	112(r) Accidental Release Prevention (40 CFR 68.130)
	Not regulated.
Not regulated.	
Not regulated. Safe Drinking Water Act (SDWA) Food and Drug	
Not regulated. Safe Drinking Water Act (SDWA)	Not regulated.
Not regulated. Safe Drinking Water Act (SDWA) Food and Drug	Not regulated.
Not regulated. Safe Drinking Water Act (SDWA) Food and Drug Administration (FDA)	Not regulated.
Not regulated. Safe Drinking Water Act (SDWA) Food and Drug Administration (FDA) US state regulations	Not regulated. Not regulated. ubstance List

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

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Sodium hydroxide (CAS 1310-73-2)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s). A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

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

Issue date	3-March-2015
Revision date	-
Version #	01
NFPA Ratings	
List of abbreviations	LD50: Lethal Dose, 50%. LC50: Lethal Concentration, 50%. EC50: Effective concentration, 50%. TWA: Time weighted average.
References	EPA: AQUIRE database HSDB® - Hazardous Substances Data Bank US. IARC Monographs on Occupational Exposures to Chemical Agents IARC Monographs. Overall Evaluation of Carcinogenicity ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices Olin Chlor Alkali Products Safety Data Sheet
Disclaimer	This information is provided without warranty. The information is believed to be correct. This information should be used to make an independent determination of the methods to safeguard workers and the environment.



SAFETY DATA SHEET

Chemtrec

1. Identification

Product identifier	HYDROGEN PEROXIDE 32%
Other means of identification	None.
Recommended use	ALL PROPER AND LEGAL PURPOSES
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/	Distributor information
Manufacturer	
Company name	Brenntag Northeast, Inc.
Address	81 West Huller Lane
	Reading, PA 19605
Telephone	610-926-4151
E-mail	Not available.

800-424-9300

2. Hazard(s) identification **Physical hazards** Oxidizing liquids Category 2 Health hazards Skin corrosion/irritation Category 1A Serious eye damage/eye irritation Category 1 Specific target organ toxicity, single exposure Category 3 respiratory tract irritation Specific target organ toxicity, repeated Category 2 exposure **Environmental hazards** Not classified. Not classified.

OSHA defined hazards Label elements

Emergency phone number

	v v v v
Signal word	Danger
Hazard statement	May intensify fire; oxidizer. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation. May cause damage to organs through prolonged or repeated exposure.
Precautionary statement	
Prevention	Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Do not breathe mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.
Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. In case of fire: Use appropriate media to extinguish.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
HYDROGEN PEROXIDE (H2O2)		7722-84-1	32
Other components below reportable levels			68

Other components below reportable levels

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures	
Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	IF ON CLOTHING: rinse immediately contaminated clothing and skin with plenty of water before removing clothes. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Prolonged exposure may cause chronic effects.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	Take off all contaminated clothing immediately. Contact with combustible material may cause fire. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Wash contaminated clothing before reuse.
5. Fire-fighting measures	
Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Greatly increases the burning rate of combustible materials. Containers may explode when heated. During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. In case of fire: Stop leak if safe to do so. Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	May intensify fire; oxidizer. Contact with combustible material may cause fire.

6. Accidental release measures

Personal precautions, Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep away from clothing and other combustible materials. Wear appropriate protective equipment and protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or emergency procedures spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up	Use water spray to reduce vapors or divert vapor cloud drift. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate the contaminated area. Wear appropriate protective equipment and clothing during clean-up.
	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water.
	Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.
	Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.
7. Handling and storage	
Precautions for safe handling	Keep away from heat. Keep away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Provide adequate ventilation. Avoid prolonged exposure. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Keep away from heat. Store in a cool, dry place out of direct sunlight. Store in original tightly closed container. Store in a well-ventilated place. Do not store near combustible materials. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Туре	Value
HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1)	PEL	1.4 mg/m3
		1 ppm
US. ACGIH Threshold Limi	t Values	
Components	Туре	Value
HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1)	TWA	1 ppm
US. NIOSH: Pocket Guide f	o Chemical Hazards	
Components	Туре	Value
HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1)	TWA	1.4 mg/m3
		1 ppm
logical limit values	No biological exposure limits noted for the ingredient(s).	
propriate engineeringGood general ventilation (typically 10 air changes per hour) should be used. Ventilatiointrolsshould be matched to conditions. If applicable, use process enclosures, local exhaust or other engineering controls to maintain airborne levels below recommended exposure		applicable, use process enclosures, local exhaust ventilation,

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

exposure limits have not been established, maintain airborne levels to an acceptable level. Eye

wash facilities and emergency shower must be available when handling this product.

Eye/face protection	Chemical respirator with organic vapor cartridge and full facepiece.		
Skin protection			
Hand protection	Wear appropriate chemical resistant gloves. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier.		
Other	Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.		
Respiratory protection	Chemical respirator with organic vapor cartridge and full facepiece.		
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.		

Keep from contact with clothing and other combustible materials. Remove and wash contaminated clothing promptly. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	
Physical state	Liquid.
Form	Liquid.
Color	CLEAR COLORLESS
Odor	Pungent
Odor threshold	Not available.
рН	Not available.
Melting point/freezing point	-27 °F (-32.78 °C)
Initial boiling point and boiling range	241.95 °F (116.64 °C) estimated
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or exp	losive limits
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	9.31 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	May intensify fire; oxidizer.
Percent volatile	68 % estimated
Specific gravity	1.12

10. Stability and reactivity

Reactivity	Greatly increases the burning rate of combustible materials.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Heat. Contact with incompatible materials.
Incompatible materials	Combustible material. Reducing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Information on likely routes of ex	•		
Inhalation	May cause damage to organs through prolonged or repeated exposure by inhalation. May cause irritation to the respiratory system.		
Skin contact	Causes severe skin burns.		
Eye contact	Causes serious eye damage.		
Ingestion	Causes digestive tract burns.		
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.		
Information on toxicological effe	cts		
Acute toxicity	May cause respiratory irritation.		
Skin corrosion/irritation	Causes severe skin burns and eye damage.		
Serious eye damage/eye irritation	Causes serious eye damage.		
Respiratory or skin sensitization			
Respiratory sensitization	Not a respiratory sensitizer.		
Skin sensitization	This product is not expected to cause skin sensitization.		
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.		
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.		
	Evaluation of Carcinogenicity		
OSHA Specifically Regulated	(H2O2) (CAS 7722-84-1) 3 Not classifiable as to carcinogenicity to humans. d Substances (29 CFR 1910.1001-1050)		
Not regulated. US. National Toxicology Pro Not listed.	gram (NTP) Report on Carcinogens		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.		
Specific target organ toxicity - single exposure	May cause respiratory irritation.		
Specific target organ toxicity - repeated exposure	May cause damage to organs through prolonged or repeated exposure.		
Aspiration hazard	Not an aspiration hazard.		
Chronic effects	May cause damage to organs through prolonged or repeated exposure. Prolonged inhalation may be harmful.		
12. Ecological information			
Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.		
Persistence and degradability	No data is available on the degradability of this product.		
Bioaccumulative potential	No data available.		
Mobility in soil	No data available.		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		
13. Disposal consideration	IS		
Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.		
Local disposal regulations	Dispose in accordance with all applicable regulations.		
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.		

Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number UN proper shipping name Transport hazard class(es)	UN2014 HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS
Class	5.1
Subsidiary risk	8
Packing group	
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	140

DOT information on packaging may be different from that listed.

DOT



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1) 1000 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes Delayed Hazard - Yes Fire Hazard - Yes Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
HYDROGEN PEROXIDE (H2O2)	7722-84-1	1000	1000 lbs		
SARA 311/312 Hazaro chemical	dous Yes				
SARA 313 (TRI report Not regulated.	ing)				
ner federal regulations					
Clean Air Act (CAA) S	Section 112 Hazard	ous Air Pollutai	nts (HAPs) List		
Not regulated.					
					eneu

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act Not regulated. (SDWA)

US state regulations

- US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100) Not listed.
- US. Massachusetts RTK Substance List HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1)
- US. New Jersey Worker and Community Right-to-Know Act
 - HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1)
- US. Pennsylvania Worker and Community Right-to-Know Law HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1)
- US. Rhode Island RTK

HYDROGEN PEROXIDE (H2O2) (CAS 7722-84-1)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s) A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

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

Issue date	05-04-2016
Version #	01
HMIS® ratings	Health: 3* Flammability: 0 Physical hazard: 2
NFPA ratings	Health: 3 Flammability: 0 Instability: 1 Special hazards: OX
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

DIVISION IX APPENDIX MATERIALS

SULTING

San Diego Business Tax Certificate





BUSINESS FILE COPY

CITY OF SAN DIEGO CERTIFICATE OF PAYMENT OF BUSINESS TAX PO BOX 122289, SAN DIEGO, CA 92112-2289 1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101 (619) 615-1500; FAX (619) 533-3272 www.sandiego.gov/treasurer		Certificate Number: Business Name: Business Owner: Business Address:	B2011009797 IMC CONSULTING NATASHA ZWANZIGE 9400 OLDE TUSCANY OKLAHOMA CITY OK	(RD
IMC CONSULTING 9400 OLDE TUSCANY RD OKLAHOMA CITY OK 73169-3843	₩.	Primary Business Activity: Secondary Business Activity: Effective Date: Expiration Date:	PROFESSIONAL, SCI SERVICES UTILITIES 06/01/2020 05/31/2021	ENTIFIC & TECHNICAL
	000600	Mailing Address:	IMC CONSULTING 9400 OLDE TUSCANY OKLAHOMA CITY OK	

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

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Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

See reverse side.

IMC Consulting Patent





US009802141B1

(12) United States Patent

Zwanziger et al.

(54) CLEANING SYSTEM FOR FILTER BEDS

- (71) Applicant: IMC Consulting LLC, Oklahoma City, OK (US)
- (72) Inventors: Wolfgang F Zwanziger, Oklahoma
 City, OK (US); Natasha S Zwanziger,
 Oklahoma City, OK (US); M Matt
 Smith, La Jolla, CA (US)
- (73) Assignee: **IMC Consulting LLC**, Oklahoma City, OK (US)
- (*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 744 days.
- (21) Appl. No.: 14/197,076
- (22) Filed: Mar. 4, 2014
- (51) Int. Cl. *B01D 24/46* (2006.01) *B01D 24/00* (2006.01) *C02F 1/00* (2006.01)
- (52) U.S. Cl. CPC B01D 24/46 (2013.01); B01D 24/002 (2013.01); C02F 1/004 (2013.01)
- (58) Field of Classification Search
 CPC C02F 1/004; B01D 24/46–24/4694
 USPC 210/190–191
 See application file for complete search history.

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(10) Patent No.: US 9,802,141 B1

(45) **Date of Patent:** Oct. 31, 2017

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Primary Examiner — T. Bennett McKenzie (74) Attorney, Agent, or Firm — Gary Peterson

(57) **ABSTRACT**

A cleaning system for filter beds uses the existing permanent infrastructure of a water filtration plant. Treatment fluids of opposite pH are introduced into a pair of filter cells that are separated by a gullet. Each filter cell contains a filter bed. One filter cell receives an acidic treatment fluid and the other receives an alkaline treatment fluid. After treatment is complete, the treatment fluids from each filter cell are simultaneously drained into the gullet, where mixing and neutralization occur. The resulting spent treatment fluid has an intermediate pH that allows it to be safely drained into a wastewater sewer.

20 Claims, 3 Drawing Sheets









CLEANING SYSTEM FOR FILTER BEDS

SUMMARY OF THE INVENTION

A system is formed from first and second filter cells and ⁵ a receptacle. The first filter cell contains a granular media filter bed and a first treatment fluid having an acidic first pH. The second filter cell contains a granular media filter bed and a second treatment fluid having an alkaline second pH. The second filter cell is in fluid isolation from the first filter cell. ¹⁰ The receptacle is adapted for selective fluid communication with each of the first and second filter cells. Treatment fluids from the first and second filter cells may be received and mixed within the receptacle to produce a spent treatment fluid having a third pH intermediate to the first and second ¹⁵ pHs.

A method of cleaning granular media filter beds in first and second filter cells. The filter bed of the first filter cell is treated with a first treatment fluid having a first acidic pH. The filter bed of the second filter cell is treated with a second ²⁰ treatment fluid having a second alkaline pH. Each filter cell is maintained in fluid isolation from the other as it is treated. Outflow from the first and second filter cells is combined in a receptacle to produce a spent treatment fluid having a third pH intermediate the first and second pHs. ²⁵

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a plan view of a water filtration plant that includes adjacent first and second filter cells. Hidden por-³⁰ tions of the collection conduits are shown in dashed line.

FIG. 2 is a cross-sectional view of the water filtration plant shown in FIG. 1 at an initial stage of the cleaning of filter beds in the filter cells.

FIG. **3** is a cross-sectional view of the water filtration ³⁵ plant shown in FIG. **1** at a later stage of the cleaning of filter beds in the filter cells.

DETAILED DESCRIPTION

FIGS. 1 and 2 show the permanent infrastructure of an existing water filtration plant 10 that is used to filter drinking water or waste water. The water filtration plant 10 includes a plurality of filter cells. A pair of such filter cells, a first filter cell 12 and a second filter cell 14, are shown in the Figures. 45 Both filter cells 12 and 14 are permanent parts of the plant 10.

The filter cells **12** and **14** are preferably identically shaped and sized. Each filter cell has a rectangular cross section and is formed by a pair of spaced, parallel and vertical end walls 50 **16** and a pair spaced, parallel and vertical side walls **18**. Joining the lower ends of the spaced walls is a horizontal base wall **20**. Each filter cell is preferably open at its upper end. The walls of the filter cells are preferably formed from concrete. 55

Preferably, the side walls **18** forming the respective filter cells **12** and **14** extend in parallel relationship to one another. Each end wall **16** forming each filter cell is preferably aligned with a corresponding end wall **16** of the other filter cell. Likewise, each base wall **20** forming each filter cell is 60 preferably aligned with a corresponding base wall **20** forming the other filter cell.

Situated between the first and second filter cells **12** and **14** is a receptacle **22**, which preferably comprises a gullet. Like the filter cells **12** and **14**, the receptacle **22** is a permanent 65 part of the plant **10**. The receptacle **22** has a rectangular cross section and is formed by a pair of spaced, parallel and

vertical end walls **24** and a pair spaced, parallel and vertical side walls. Joining the lower ends of the spaced walls is a horizontal base wall **26**. The receptacle **22** is preferably open at its upper end. The walls of the receptacle **22** are preferably formed from concrete.

Preferably, the receptacle 22 shares each of its side walls with an adjacent filter cell. Specifically, the closest pair of side walls 18 chosen respectively from different filter cells 12 and 14 serve concurrently as spaced side walls forming receptacle 22.

Each aligned pair of end walls 16 is preferably also aligned with an end wall 24 forming the receptacle 22. More preferably, the aligned end walls 16 and 24 are formed as a single homogeneous structure. Similarly, each aligned pair of base walls 20 is preferably also aligned with a base wall 26 forming receptacle 22. More preferably, the aligned base walls 20 and 26 are formed as a single homogeneous structure.

Formed in one end wall 24 of the receptacle 22 are an inlet 20 port 28 and an outlet port 30. Fluid such as partially treated drinking water or waste water may flow into the receptacle 22 through the inlet port 28. Fluid accumulating within the receptacle 22 may be drained through the outlet port 30. Valves are provided to enable independent opening and 25 closing of each of the ports 28 and 30.

Each of the filter cells 12 and 14 communicates with the receptacle 22 by a plurality of conduits 32, each of which preferably extends through the shared side wall 18 of the communicating structures. Each conduit 32 features opposed first and second ports 34 and 36. The first port 34 discharges into the receptacle 22, while the second port 36 discharges into its communicating filter cell. As shown in FIG. 2, each of the ports of each conduit 32 is positioned at an elevated level well above the base wall of the structure into which it discharges.

A perforated bed support platform **38** is formed within each filter cell **12** and **14**. The bed support platform **38** is situated in parallel and upwardly spaced relationship to the base wall **20** of the filter cell. The bed support platform **38** 40 cooperates with the base wall **20** and the walls **16** and **18** to form a lower chamber **40** situated at the lower end of each filter cell.

Communicating with each lower chamber 40 is a perforated collection conduit 42 that can receive fluid from the lower chamber 40 and carry it out of the filter cell. The collection conduit 42 extends out of the lower chamber 40 through an opening 44 in one of the walls forming the filter cell. The plant 10 includes valves and equipment for regulating fluid flow through the collection conduit 42.

The bed support platform **38** in each filter cell **12** and **14** carries a filter bed **46** formed from granular media. Typically, such a filter bed **46** is formed from layers of different granular media, such as carbon, sand and gravel. The upper surface **48** of each filter bed **46** is situated below the second **55** port **36** of conduit **32**.

A plurality of upright, open-topped and rectilinear troughs 50 is formed in each filter cell. The troughs 50 extend in parallel relationship to the end walls 16 forming the filter cell. The number of troughs 50 formed in each filter cell should equal the number of conduits 32 that discharge into that filter cell. Each trough 50 should be elevated above the upper surface 48 of the filter bed 46 formed in a filter cell.

Each trough 50 communicates at one of its ends with the second port 36 of a conduit 32. The opposite end of each trough 50 is closed. As a result of this closure, fluid discharging from second port 36 into the trough 50 overflows the walls of the trough and drops onto the filter bed 46.

The receptacle 22 is adapted for selective fluid communication with each of the first and second filter cells 12 and 14. When the fluid level in each of the filter cells 12 and 14 is below the level of second port 36, fluid flow through the conduits 32 and into the receptacle 22 cannot occur. When 5 the fluid level in each of the filter cells 12 and 14 is greater than or equal to the level of second port 36, fluid flow through the conduits 32 and into the receptacle 22 can take place.

During normal filtering operations, outlet port **30** is 10 closed. Fluid to be filtered discharges from inlet port **28** and is received in receptacle **22**. The fluid level in receptacle **22** rises until it reaches the first ports **34**. The fluid then flows through the conduits **32**, through second ports **36**, and into the troughs **50**. Fluid overflows the walls of the troughs **50** 15 and drops onto each filter bed **46**.

Under gravity, fluid seeps through each filter bed 46, where impurities carried in the fluid are deposited on the granular media forming the filter bed 46. Filtered fluid exits the base of each filter bed 46, passes through bed support 20 platform 38 and discharges into lower chamber 40. There, filtered fluid is received in collection conduits 42 and transferred out of the filter cells 12 and 14. The cycle is then repeated with a new batch of fluid.

After the filter bed **46** has undergone several filtering 25 cycles, accumulated impurities on the granular media reduce the effectiveness of the filter bed **46**. To restore at least a portion of the bed's filtering efficacy, the filter bed **46** is periodically treated by one or more backwashing cycles.

During a backwash operation, fluid is drained from each 30 filter cell **12** and **14**. The inlet port **28** in receptacle **22** is closed and outlet port **30** is opened. A pressurized backwash fluid, normally water, is pumped in a reverse direction through collection conduit **42** and into lower chamber **40**. The pressurized backwash fluid then flows through bed 35 support platform **38**, into the filter bed **46** at its base, and upwardly through the filter bed **46**. Impurities that have deposited on the granular media forming the filter bed **46** are carried away with the backwash fluid.

Backwash fluid exits the filter bed **46** at its upper surface 40 **48**. As the fluid level rises the in each filter cell, the backwash fluid rises above the level of second port **36**, overflows the walls of each trough **50** and is carried by the trough **50** through conduit **32** and first port **34** and into receptacle **22**. The impurity-laden backwash fluid is drained 45 from receptacle **22** through outlet port **30**. Because the backwash fluid is water, it can safely be discharged through outlet port **30** into a wastewater sewer.

If necessary, the backwash cycle may be repeated one or more times with new batches of backwash fluid. After 50 backwashing is completed, each filter cell is drained, outlet port 30 is closed and inlet port 28 is opened. Normal filtering operations in the filter cells 12 and 14 then resume.

During the lifetime of a filter bed **46**, impurities continue to accumulate on the granular media during successive 55 filtering cycles. While periodic backwashing can remove some of these impurities, it cannot remove all of them. As difficult-to-remove impurities build up on the granular media, backwashing becomes progressively less effective in restoring the bed's filtering efficacy. At some point, more 60 aggressive chemical cleaning strategies become necessary if use of the filter bed **46** is to continue. The alternative is costly replacement of the granular media forming the bed.

In a typical chemical cleaning operation, inlet port **28** is closed. A filter cell having a filter bed to be cleaned is first 65 backwashed with backwash fluid. The backwash fluid is then drained from receptacle **22** through outlet port **30**. If nec-

essary, the fluid level in the filter cell is next lowered by drawing off fluid through the collection conduit **42**. The lowered fluid level should be sufficient to allow the filter cell to receive all of the treatment fluid to be added in the next step. Collection conduit **42** and outlet port **30** are then closed.

An aqueous solution of one more cleaning chemicals is prepared. The chemical solution is pumped into the filter cell at its open upper end. If necessary, the fluid level in the filter cell is adjusted to bring it above upper surface **48** of filter bed **46**, while remaining below the troughs **50** and second ports **36**. The fluid level can be raised in a filter cell by beginning a slow backwash operation with an aqueous backwash fluid. The backwash operation is terminated when the desired fluid level in the filter cell is reached.

The aqueous chemical solution is typically strongly acidic or strongly alkaline. Exemplary chemical solutions are aqueous sodium bisulfate solution and aqueous sodium carbonate solution. After the chemical solution has been introduced into a filter cell, an oxidizing agent, such as aqueous hydrogen peroxide, is added to the chemical solution. The resulting treatment fluid is allowed to remain in the filter cell for a residence period, such as 12 hours, 24 hours or 48 hours, until chemical cleaning of the granular media is complete.

The filter cell is next subjected to one or more backwash cycles. The pressurized aqueous backwash fluid carries the spent treatment fluid **58** over the walls of the troughs **50** and into the receptacle **22**.

Because the spent treatment fluid **58** collected in receptacle **22** remains strongly acidic or strongly alkaline, it cannot safely be discharged through outlet conduit **30** into a wastewater sewer. Instead, the spent treatment fluid **58** must be pumped from the receptacle **22** into a collection vessel, where one or more neutralizing chemicals are added. The neutralizing chemicals adjust the pH of the spent treatment fluid **58** to an environmentally acceptable level. Only then can the spent treatment fluid **58** safely be discharged into a wastewater sewer. The costs for neutralizing chemicals and a collection vessel, as well as the handling costs for the spent treatment fluid **58**, contribute significantly to the overall cost of chemical cleaning.

Once backwashing is complete and spent treatment fluid **58** has been removed from receptacle **22**, inlet port **28** is reopened and normal filtering operations resume in the filter cell. This process can be repeated to clean the filter beds in other filter cells.

FIGS. 2 and 3 show a cleaning system 52 for filter beds that offers significant cost advantages over the typical chemical cleaning systems described above. As shown in FIG. 2, the filter bed 46 in the first filter cell 12 is treated with a first treatment fluid 54 having an acidic first pH. The first filter cell 12 is maintained in fluid isolation from the second filter cell 14 while this treatment occurs.

The filter bed **46** in the second filter cell **14** is treated with a second treatment fluid **56** having an alkaline second pH. The second filter cell **14** is maintained in fluid isolation from the first filter cell **12** while this treatment occurs.

The first and second treatment fluids **54** and **56** may be prepared wholly or partly in situ within their respective filter cells. Alternately, one or both treatment fluids may be prepared, in whole or in part, in an external vessel. Each treatment fluid and any of its components is preferably introduced into its respective filter cell through the filter cell's open upper end.

The first and second treatment fluids 54 and 56 remain in their respective filter cells 12 and 14, preferably concur-

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rently, for residence periods sufficient to effect chemical cleaning of the granular media in each filter bed **46**. During these residence periods, each filter cell remains in fluid isolation from the other.

During these residence periods, the fluid levels in each 5 filter bed 46 are maintained above the upper surface 48 of each filter bed 46. The fluid level in each of the first and second filter cells 12 and 14 remains below the level of second port 36 for at least a portion of, and preferably the entirety of, these residence periods. Preferably, the volumes 10 of first and second treatment fluids 54 and 56 within the respective filter cells 12 and 14 are approximately equal.

After chemical cleaning of the granular media in the filter cells is complete, water backwash cycles are begun in each of the filter cells **12** and **14**. Preferably, these backwash 15 cycles are carried out concurrently. The fluid level rises in each of the filter cells **12** and **14** until it is at or above the level of the second ports **36**. The rising fluids overflow the walls of troughs **50** and enter the second ports **36**. Fluid then flows through each conduit **32** and discharges through first 20 port **34** into the receptacle **22**, as shown in FIG. **3**. The outflow from each filter cell into receptacle **22** preferably occurs concurrently with the outflow from the other filter cell into receptacle **22**.

As noted above, the volumes of the first and second 25 treatment fluids **54** and **56** are preferably approximately equal. The volumes and pressures of the backwash water introduced into each filter cell are preferably equal as well. As a result, the treatment fluids should discharge into the receptacle **22** from each filter cell at the same rate, and 30 during the same time period.

The treatment fluids that discharge concurrently from the first and second filter cells **12** and **14** are received in receptacle **22**, where the treatment fluids mix with one another and with the backwash water, and are neutralized. 35 The result is a spent treatment fluid **58** having a third pH intermediate to the first and second pHs. Preferably the third pH is one that permits environmentally acceptable discharge of the spent treatment fluid into a wastewater sewer. In one embodiment, the pH of the spent treatment fluid is between 40 about 6 and about 9.

The quantities and types of chemicals used to the first and second treatment fluids **54** and **56** are selected to produce the desired third pH when they are mixed, together with aqueous backwash fluid, in receptacle **22**.

As the spent treatment fluid **58** having the third pH is formed by mixing in receptacle **22**, it is quickly discharged through outlet port **30**, which preferably is connected to a wastewater sewer. Once backwashing of the filter cells **12** and **14** is complete, outlet port **30** is closed, inlet port **28** is 50 opened, and normal filtration operations resume. treating t

This cleaning system for filter cells makes optimal use of the existing permanent infrastructure of a water treatment plant. Adjacent pairs of filter cells **12** and **14** are cleaned with treatment solutions of opposite pH. Once cleaning of filter 55 beds is complete, the existing gullet or receptacle **22** between the filter cells **12** and **14** is used to mix and react the two treatment solutions. The result is a spent treatment solution with a more nearly neutral pH that can be safely discharged into a wastewater sewer. The system has no need 60 for additional neutralizing chemicals, nor does it require a separate collection vessel for handling spent treatment fluid.

Changes may be made in the construction, operation and arrangement of the various parts, elements, steps and procedures described herein without departing from the spirit 65 and scope of the invention as described in the following claims.

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The invention claimed is:

1. A system, comprising:

- a first filter cell containing a granular media filter bed and a first treatment fluid having an acidic first pH;
- a second filter cell containing a granular media filter bed and a second treatment fluid having an alkaline second pH, the second filter cell in fluid isolation from the first filter cell; and
- a receptacle adapted for selective fluid communication with each of the first and second filter cells, within which treatment fluids from the first and second filter cells may be received and mixed to produce a spent treatment fluid having a third pH intermediate to the first and second pHs;
- in which each filter cell has an open upper end exposed to the ambient atmosphere.

2. The system of claim 1 in which each filter cell communicates with the receptacle by at least one conduit, each such conduit having a port situated above the base of its associated filter cell.

3. The system of claim 2 in which the fluid level in each filter cell is below port level, such that fluid flow through the conduits and into the receptacle cannot occur.

4. A water filtration plant including the system of claim **3** in which the receptacle is a gullet situated between first and second filter cells, the filter cells and gullet constituting permanent parts of the plant.

5. The system of claim 2 in which the fluid level in each filter cell is greater than or equal to port level, such that fluid flow through the conduits and into the receptacle can occur.

6. A water filtration plant including the system of claim 5 in which the receptacle is a gullet situated between first and second filter cells, the filter cells and gullet constituting permanent parts of the plant.

7. The system of claim 5 in which the receptacle contains spent treatment fluid formed by mixing of the first and second treatment fluids.

8. A water filtration plant including the system of claim 1.9. The water filtration plant of claim 8 in which the receptacle is a gullet situated between first and second filter cells, the filter cells and gullet constituting permanent parts of the plant.

10. The system of claim **1** in which the filter bed of each filter cell includes one or more of granular carbon, granular sand and granular gravel.

11. A method of cleaning granular media filter beds in first and second filter cells, each filter cell having a base and the second filter cell in fluid isolation from the first filter cell, comprising:

- treating the filter bed of the first filter cell with a first treatment fluid having a first acidic pH;
- treating the filter bed of the second filter cell with a second treatment fluid having a second alkaline pH while the second filter cell is maintained in fluid isolation from the first filter cell; and
- combining outflow from the first and second filter cells in a receptacle to produce a spent treatment fluid having a third pH intermediate to the first and second pHs,
- wherein each filter cell has an open upper end exposed to the ambient atmosphere.

12. The method of claim 11 in which the first filter cell communicates with the receptacle by at least one conduit, each such conduit having a port situated above the base of the filter cell, and in which the fluid level in the first filter cell is maintained below port level during at least a portion of the treating step for that filter cell.

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13. The method of claim **12** in which the fluid level in the first filter cell is raised to at or above port level following the treating step for that filter cell.

14. The method of claim 12 in which the method is carried out in a pre-existing water filtration plant, and in which the receptacle is a gullet situated between adjacent first and second filter cells, the filter cells and gullet constituting permanent parts of the plant.

15. The method of claim **11** in which each filter cell communicates with the receptacle by at least one conduit, each such conduit having a port situated above the base of its associated filter cell, and in which the fluid level in each filter cell is maintained below port level during at least a portion of the treating step for that filter cell.

16. The method of claim **15** in which the fluid level in each filter cell is raised to at or above port level following the treating step for that filter cell.

17. The method of claim 16 in which the method is carried out in a pre-existing water filtration plant, and in which the receptacle is a gullet situated between adjacent first and second filter cells, the filter cells and gullet constituting permanent parts of the plant.

18. The method of claim 11 in which the method is carried out in a pre-existing water filtration plant, and in which the receptacle is a gullet situated between adjacent first and second filter cells, the filter cells and gullet constituting permanent parts of the plant.

19. The method of claim **18** in which the outflows from the first and second filter cells into the receptacle occur concurrently.

20. The method of claim **11** in which the outflows from 15 the first and second filter cells into the receptacle occur concurrently.

* * * * *

WBENC & Supplier Clearinghouse Certificates



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification to

IMC Consulting

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: July 7, 2011 Expiration Date: July 7, 2021 WBENC National Certification Number: 2005118548 WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

blie Sunst

Authorized by Debbie Hurst, President Women's Business Center



WOMEN'S **BUSINESS** COUNCIL Southwest



NAICS: 221310 UNSPSC: 81101516

















CERTIFICATE OF ELIGIBILITY

SUPPLIER CLEARINGHOUSE

CERTIFICATION EXPIRATION DATE: January 2, 2022

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

IMC Consulting Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

The second second

VON: 9LS00057

DETERMINATION DATE: January 2, 2019

IMC Consulting Certificate of Insurance (COI)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2020

IMCCONS-01

THIS CERTIFICATE IS ISSUED AS A MATTER OF CERTIFICATE DOES NOT AFFIRMATIVELY OR NEG BELOW. THIS CERTIFICATE OF INSURANCE DOE REPRESENTATIVE OR PRODUCER, AND THE CERTIF	GATIVELY AMEND, EXTI S NOT CONSTITUTE A	END OR ALT	ER THE CO	VERAGE AFFORDED E	Y THE POLICIES
IMPORTANT: If the certificate holder is an ADDITIO If SUBROGATION IS WAIVED, subject to the terms this certificate does not confer rights to the certificate	s and conditions of the po	olicy, certain	policies may		
PRODUCER	CONT/ NAME		¢		
Boley-Featherston Insurance		PHONE (A/C, No, Ext): (940) 723-7111 FAX (A/C, No, Ext): (940) 723-7531			
701 Lamar Street Wichita Falls, TX 76301	E-MAIL ADDRI	40, Ext): (340) 7	20-7111	(A/C, NO): (•	740/ 120-1001
Wichita Fails, 1X 70301	ADDRI				1111111111111
					NAIC #
		ERA: Admira			24856
INSURED	INSUR	ERB: Travele	rs Indemni	ty Company	25658
IMC Consulting LLC		INSURER C : Travelers Insurance Company			
9400 Olde Tuscany Road	INSUR	ERD:			
Oklahoma City, OK 73169	INSUR	ERE:			
	INSUR	ERF:			
COVERAGES CERTIFICATE NUM	IBER:		8	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURAN INDICATED. NOTWITHSTANDING ANY REQUIREMENT, T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	CE LISTED BELOW HAVE F ERM OR CONDITION OF A	ANY CONTRA Y THE POLIC REDUCED BY	TO THE INSUF CT OR OTHER IES DESCRIB PAID CLAIMS.	RED NAMED ABOVE FOR TH DOCUMENT WITH RESPECTED HEREIN IS SUBJECT TO	CT TO WHICH THIS
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	93P773	6/12/2020	6/12/2021	BODILY INJURY (Per person)	\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, A	dditional Remarks Schedule, may	be attached if mor	e space is requir	ed)	
CERTIFICATE HOLDER	CAN	CELLATION			
Miramar Water Treatment Plant 10710 Scripps Lake Drive San Diego, CA 92131		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
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EBOLF

AGENCY CUSTOMER ID: IMCCONS-01

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Boley-Featherston Insurance POLICY NUMBER		NAMED INSURED IMC Consulting LLC 9400 Olde Tuscany Road	
		Oklahoma City, OK 73169	
SEE PAGE 1			
CARRIER	NAIC CODE		
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

COI Remarks

THE AUTO AND GENERAL LIABILITY POLICIES INCLUDE A BLANKET ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO ANY PERSON OR ORGANIZATION WHEN THERE IS A WRITTEN CONTRACT THAT REQUIRES SUCH STATUS.

THE AUTO, GENERAL LIABILITY, AND WORKERS COMPENSATION POLICIES INCLUDE BLANKET WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES WAIVER OF SUBROGATION TO ANY PERSON OR ORGANIZATION WHEN THERE IS A WRITTEN CONTRACT THAT REQUIRES SUCH STATUS.

THE GENERAL LIABILITY POLICY CONTAINS A SPECIAL ENDORSEMENT WITH "PRIMARY AND NONCONTRIBUTORY" WORDING.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED
- B. EMPLOYEE HIRED AUTO
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- E. TRAILERS INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE TRANSPORTATION EXPENSES – INCREASED LIMIT

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE GLASS
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

performing duties related to the conduct of your business.

- 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE: Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- D. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
 - 1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - 2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SEC-TION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".
- G. PHYSICAL DAMAGE TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- **a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- **b.** The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

 The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

- (2) Any:
 - (a) Overdue lease or loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-2J004783-20-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.