

SCOPE OF SERVICES

Supply of 215,000 gallons of Sodium Hypochlorite 12.5%

Delivery Locations:

Water Pollution Control Plant – 3000 Davis Street, San Leandro, CA 94577

Marina Golf Course – 13800 Monarch Bay Dr. San Leandro, CA 94577

Delivery Schedule:

Deliveries will generally be prescheduled with a frequency of delivery every 1-2 weeks but contractor must have the ability after notification to deliver the chemical within 24 hours.

Chemical Requirements:

The chemical to be provided under the terms and conditions of this bid must meet the bid specifications attached as Exhibit D to this Agreement, incorporated herein by this reference.

Safety Requirements

The Contractor, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards, including compliance with any applicable State or local health order related to COVID-19 while they are on the premises of the City. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. The City reserves the right to individually refuse any shipment, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the chemical at the Contractor's sole expense.

Spillage

The Contractor must be prepared to provide safety training on the safe handling and use of the chemical and emergency procedures in the event of a leak or spill. Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the Contractor or their agents, the Contractor and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the Contractor's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the individual facility's requirements and any and all applicable laws and regulations. All material associated with such clean-up

operations must be hauled away and lawfully disposed of at no charge to the agency where the delivery is being made. The property where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the Contractor or deducted from amounts owed. Chemicals must stay in the possession of the Contractor and must not be unloaded until accepted by the Contract Administrator or their designee. All chemicals must be delivered in accordance with Department of Transportation regulations.

Delivery Requirements

All deliveries require the following:

- A. Bill of lading
- B. Certificate of Analysis
- C. Weighmaster's certificate of weight
- D. Applicable regulatory documents

Failure to produce the above listed item may result in a rejection of the delivery

Any delays in delivery must be notified at least 24 hours in advance of delivery date and time.

Persistently late or cancelled deliveries (defined as three or more over the contract period) may be used as a basis for contract termination. Failure to provide notice of late delivery may also be a basis for contract termination. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the Contractor at no cost to the City, and must be re-delivered by the Contractor within 48 hours of the unacceptable delivery.