



Bid Number 2011-3

Bid Title Annual Aluminum Chlorhydrate Solution Bid for Water Treatment Plant

Bid Start Date May 05, 2011
Bid End Date May 25, 2011 @ 10:00 AM

Bid Contact Darrell Winslett
Water Superintendent
512-251-9935
darrellw@cityofpflugerville.com

Contract Duration 1 year
Contract Renewal Optional 2 annual renewals
Prices good for 30 days

Standard Disclaimer The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the city by item or total bid. The City of Pflugerville will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City.

Bid Information

1. Cost per Pound
2. Bulk delivery
3. Estimated annual loads - 6
4. Load frequency depending on water production

Certificate of Insurance must be included with bid documents.

All documents herein and attached are required to be completed and returned with the response.

Specifications:

Aluminum Chlorhydrate Solution

Formula $Al_2(OH)_5Cl \cdot 2 H_2O$

Nomenclature Aluminum Chlorhydrate Solution (50%)

CAS Number 12042-91-0

CAS Index Name Aluminum Hydroxychloride

Grade Technical

Molecular Weight 210.5

Description Aluminum Chlorhydrate Solution is clear to slightly hazy in Appearance. It meets AWWA standard ANSI/A WWA B408-03 And has been certified by the National Sanitation Foundation (NSF) For the use in the treatment of drinking water at maximum dosage Of 250 mg/L.


Specifications	Alumina, % Al_2O_3	23.0-24.0
	Chlorides,%Cl	7.90-8.40
	Basicity, %	82.5-84.5
	Specific Gravity (at 60°F):	1.330-1.350
	Appearance	Clear to slightly hazy solution. free of visible foreign matter or sediment.
	Turbidity,NTU	<50

Cost Per Pound \$ 0.297/lb.

Delivery Site: City of Pflugerville
Water Treatment Plant
17601 Weiss Lane
Pflugerville, TX 78660

Tax ID No: 87-0279250
Legal Business Name: Thatcher Company
Address: P. O. Box 27407
City State & Zip: Salt Lake City, UT 84127-0407
Contact: Braiden Chamberlain
Telephone No: (801) 972-4587 ext. 1430
Business Entity Type: Corporation
Email Address: bc@tchem.com

Note: Appendices A and B form part of our proposal.

Authorized Signature 
Print Name Craig N. Thatcher, President

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal antitrust laws, nor communicated directly or indirectly, the bid made to any competitor or any other person engaged in such line of business.”

Two original bids are due **prior to 10 am on May 25, 2011** to the City of Pflugerville:

Attn: Sabrina Schmidt
100 E Main, Suite 100
Pflugerville, TX 78660

Envelope must have bid number, opening date and time in lower left hand corner of sealed envelope. Bidders name must appear on the outside of envelope.

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2011-3 Aluminum Chlorhydrate Solution

Bidders Name: Thatcher Company Date May 20, 2011

Provide the name, address, telephone and point of contact of at least three firms that have utilized this chemical for at least 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name Jordan Valley, UT (South East Plant)
Name of Contact Ray Stokes
Title of Contact Plant Manager
E-Mail Address rays@jvwcd.org
Present Address 11574 Wyndcastle Drive
City, State, Zip Code Sandy, UT 84092
Telephone Number (801) 572-1533 Fax Number ()

2. Company's Name Woodard & Curran
Name of Contact Alan Reed
Title of Contact Plant Manager
E-Mail Address areedcwc@aol.com
Present Address 600 N. 500 West
City, State, Zip Code Springville, UT 84663
Telephone Number (801) 489-8002 Fax Number (801) 489-1150

3. Company's Name City of Weiser, ID
Name of Contact Rod Millbrook
Title of Contact Water Department Superintendent
E-Mail Address wsrh2o@ruralnetwork.net
Present Address 55 W. Idaho Street
City, State, Zip Code Weiser, ID 83672
Telephone Number (208) 414-1775 Fax Number (208) 414-1816

Failure to provide the required information with the solicitation response may automatically disqualify the response from consideration of award.

**City of Pflugerville
Insurance Requirements**

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate;	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single limit	
Independent Contractors		City to be provided a waiver of subrogation
Personal Injury		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to:
City of Pflugerville ■ (512)990-6100

****A contract will not be issued without evidence of Insurance****



APPENDIX A

FORCE MAJEURE

PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
- (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.



APPENDIX B

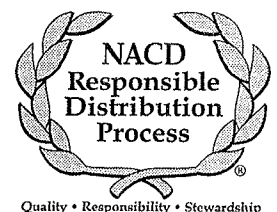
PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.



NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
 - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
 - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
 - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.



THATCHER COMPANY P.O. BOX 27407 SALT LAKE CITY, UTAH 84127
(801) 972-4587 PHONE
(801) 972-8693 FAX

PRODUCT SPECIFICATION

T-Floc B-135 (Aluminum Chlorohydrate Solution)

CAS NUMBER: 1327-41-9
CHEMICAL FORMULA: $Al_2(OH)_5Cl$
MOLECULAR WEIGHT: 174.45

PRODUCT DESCRIPTION: Clear to slightly hazy water-white liquid with no odor

CERTIFICATIONS: Certified by UL to meet ANSI 60 Standard for Drinking Water Additives
Product meets AWWA B-408 Specifications

TYPICAL PROPERTIES:

Assay (as $Al_2(OH)_5Cl \cdot 2.5H_2O$):	50% minimum
Polyaluminum Chloride:	38.8% minimum
Al_2O_3 :	22.7% minimum
Aluminum:	12-12.5%
Chloride:	8-9.5%
Specific Gravity:	1.3-1.35
Basicity:	80% minimum
Turbidity:	50 NTU maximum
pH (30% w/w):	3.4-4.4

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

2/24/2010



**FDPH.MH17003
Drinking Water Treatment Chemicals**

Page Bottom

Drinking Water Treatment Chemicals

See General Information for Drinking Water Treatment Chemicals

THATCHER CO
1905 FORTUNE RD
PO BOX 27407
SALT LAKE CITY, UT 84127 USA

MH17003

ANSI/NSF STANDARD 60

Plant at: Buckeye, AZ

Trade Dsg	Category	Max Use Level (mg/L)
T-Floc 1410	Coagulation and Flocculation	50
T-Floc 1417	Coagulation and Flocculation	100
T-Floc 1419	Coagulation and Flocculation	50
T-Floc 1420	Coagulation and Flocculation	25
TI-2903	Corrosion and Scale Control	27.5
TI-2904	Corrosion and Scale Control	33
TI-2906	Corrosion and Scale Control	29
TI-2907	Corrosion and Scale Control	15.5
TI-2908	Corrosion and Scale Control	27.5
TI-3021	Corrosion and Scale Control	28
Sodium Hydroxide 18%	pH Adjustment	278
Sodium Hydroxide 20%	pH Adjustment	250
Sodium Hydroxide 25%	pH Adjustment	200
Sodium Hydroxide 30%	pH Adjustment	167
Sodium Hydroxide 33%	pH Adjustment	152
Sodium Hydroxide 50%	pH Adjustment	100
Sulfuric Acid 20 - 39%	pH Adjustment	120
Sulfuric Acid 40 - 59%	pH Adjustment	84
Sulfuric Acid 60 - 79%	pH Adjustment	63
Sulfuric Acid 80 - 93%	pH Adjustment	50
Sulfuric Acid, 98%	pH Adjustment	50
Sodium Chlorite, 18.75%	Disinfection and Oxidation	37.3
Sodium Chlorite, 25%	Disinfection and Oxidation	28
Sodium Chlorite, 30%	Disinfection and Oxidation	23.3
Sodium Chlorite, 31%	Disinfection and Oxidation	22.6

Sodium Chlorite, 31.25%	Disinfection and Oxidation	22.4
Sodium Chlorite, 37%	Disinfection and Oxidation	18.9
Sodium Chlorite, 7.5%	Disinfection and Oxidation	93.3

Plant at: DeLand, Florida

Trade Dsg	Category	Max Use Level (mg/L)
TI-3031		
TI-3031	Corrosion and Scale Control	27.8
Ferric Sulfate, 10 - 13% Iron	Coagulation and Flocculation	500
Aluminum Sulfate	Flocculation	150
Ammonium Sulfate, 40%	Disinfection and Oxidation	62.5

Plant at: Henderson, NV

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate	Flocculation	150
Zinc Orthophosphate	Corrosion and Scale Control	20
Sodium Hypochlorite	Disinfection and Oxidation	80
Hydrofluosilic Acid	Fluoridation	6.0

Plant at: Missoula, MT

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate	Flocculation	150
TI-3021	Corrosion and Scale Control	28

Plant at: Salt Lake City, UT

Trade Dsg	Category	Max Use Level (mg/L)
T-Floc 1410	Coagulation and Flocculation	50
T-Floc 1417	Coagulation and Flocculation	100
T-Floc 1419	Coagulation and Flocculation	50
T-Floc 1420	Coagulation and Flocculation	25
T-FLOC 2202	Coagulation and Flocculation	650
T-Floc B-41	Coagulation and Flocculation	156
Aluminum Sulfate	Flocculation	150
Ferric Chloride	Flocculation	100
Sodium Aluminate	Flocculation	40
T-Floc 1306	Flocculation	1
T-Floc 1307	Flocculation	1
T-Floc 1310	Flocculation	1
T-Floc 1361	Flocculation	1
T-Floc 1362	Flocculation	1

T-Floc 1367	Flocculation	1
T-Floc 1368	Flocculation	3
T-Floc 1434	Flocculation	20
T-Floc 1436	Flocculation	20
T-Floc 1465	Flocculation	3
T-Floc 1474	Flocculation	3
T-Floc 1526	Flocculation	1
T-Floc 1527	Flocculation	1
T-Floc 1539	Flocculation	1
T-Floc 1551	Flocculation	1
T-Floc 2100	Flocculation	100
T-Floc 2540	Flocculation	1
T-Floc 2552	Flocculation	1
T-Floc 2645	Flocculation	1
T-Floc 2653	Flocculation	1
T-Floc 2656	Flocculation	1
T-Floc 2662	Flocculation	1
T-Floc IFD-151	Flocculation	183
Ferric Sulfate	Coagulation and Flocculation Products	500
T-Floc B-12-L	Coagulation and Flocculation Products	75
T-Floc B-21-L	Coagulation and Flocculation Products	150
T-Floc B135	Coagulation and Flocculation Products	150
T-Floc C-148	Coagulation and Flocculation Products	6.0
T-Floc IFD-201	Coagulation and Flocculation Products	194
T-Floc IFD-4211	Coagulation and Flocculation Products	139
TI-2903	Corrosion and Scale Control	27.5
TI-2904	Corrosion and Scale Control	33
TI-2906	Corrosion and Scale Control	29
TI-2907	Corrosion and Scale Control	15.5
TI-2908	Corrosion and Scale Control	27.5
TI-3019	Corrosion and Scale Control	15.5
TI-3020	Corrosion and Scale Control	16
TI-3021	Corrosion and Scale Control	28
Zinc Orthophosphate	Corrosion and Scale Control	20
Soda ash	pH Adjustment	100
Sodium Hydroxide 18%	pH Adjustment	278
Sodium Hydroxide 20%	pH Adjustment	250
Sodium Hydroxide 25%	pH Adjustment	200
Sodium Hydroxide 30%	pH Adjustment	167
Sodium Hydroxide 33%	pH Adjustment	152
Sodium Hydroxide 50%	pH Adjustment	100
Anhydrous Ammonia		

	Disinfection and Oxidation	5
Aqua Ammonia 25%	Disinfection and Oxidation	40
Aqua Ammonia 28%	Disinfection and Oxidation	35
Chlorine	Disinfection and Oxidation	30
Sodium Hypochlorite	Disinfection and Oxidation	80
Sodium Bisulfite	Chlorine Removal, Misc.	18
Hydrofluosilic Acid	Fluoridation	6.0

Plant at: Williamson, NY

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate	Flocculation	150
Zinc Orthophosphate	Corrosion and Scale Control	16.5
Hydrofluosilic Acid	Fluoridation	6.0

Last Updated on 2011-04-26

[Questions?](#)

[Print this page](#)

[Notice of Disclaimer](#)

[Page Top](#)

[Copyright © 2011 Underwriters Laboratories Inc.®](#)

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Listed and covered under UL's Follow-Up Service. Always look for the Mark on the product.

UL permits the reproduction of the material contained in the Online Certification Directory subject to the following conditions: 1. The Guide Information, Designs and/or Listings (files) must be presented in their entirety and in a non-misleading manner, without any manipulation of the data (or drawings). 2. The statement "Reprinted from the Online Certifications Directory with permission from Underwriters Laboratories Inc." must appear adjacent to the extracted material. In addition, the reprinted material must include a copyright notice in the following format: "Copyright © 2011 Underwriters Laboratories Inc.®"

An Independent organization working for a safer world with integrity, precision and knowledge.





THATCHER COMPANY MATERIAL SAFETY DATA SHEET
PRODUCT: T-Floc B-135
Page 1 of 3

MSDS Date: March 1, 2010
Emergency Contact: 1-800-424-9300

SECTION I

PRODUCT NAME: T-Floc B-135
PRODUCT FAMILY: Inorganic metal salt (Aluminum Chlorohydrate solution)

DOT SHIPPING INFORMATION: Not Regulated

SECTION II – INGREDIENTS

This material contains no ingredients which are known by Thatcher Company to be hazardous unless listed below.

MATERIAL	CAS NUMBER	w/w %	EXPOSURE LIMITS IN AIR
None			

The specific identity of some ingredients may be withheld for confidential business purposes. However, all known potential health effects from exposure to these ingredients are being addressed.

This product is NOT subject to EPCRA Section 313 (40 CFR Part 372) reporting requirements

SECTION III - PHYSICAL DATA

BOILING POINT: 220°F

SPECIFIC GRAVITY: Approx. 1.3

VAPOR PRESSURE (mm Hg): N/A

% VOLATILE, BY VOLUME: Approx. 50%

VAPOR DENSITY (mm Hg): N/A

EVAPORATION RATE: Approx. Water

SOLUBILITY IN WATER: Complete

APPEARANCE AND ODOR: Clear, to slightly hazy water-white liquid with no odor.

SECTION IV - HEALTH HAZARD DATA

NFPA HAZARD RATING:

Health = 1
Flammability = 0
Reactivity = 0

CARCINOGEN LISTING:

NTP: No ingredients listed in this section.

IARC MONOGRAPHS: No ingredients listed in this section.

OSHA 29 CFR 1910: No ingredients listed in this section



THATCHER COMPANY MATERIAL SAFETY DATA SHEET
PRODUCT: T-Floc B-135
Page 2 of 3

ENTRY ROUTES & EFFECTS OF OVEREXPOSURE:

- Contact:** Can cause severe irritation to eyes and skin. Skin may dry or crack due to astringent nature of material.
- Ingestion:** Can cause nausea, dizziness, irritation and vomiting if taken internally.
- Inhalation:** High vapor concentrations or prolonged exposure can result in headache, dizziness, nausea and vomiting.

EMERGENCY & FIRST AID PROCEDURES:

- Contact:** Flush skin thoroughly with water and then wash with soap and water. For eyes, flush for at least 15 minutes with cool water. Seek medical attention immediately.
- Ingestion:** Do not induce vomiting. If conscious, have the victim rinse mouth and then drink large amounts of water. Seek medical attention immediately.
- Inhalation:** Get person to fresh air. For difficulty in breathing, seek medical attention.

SECTION V - FIRE AND EXPLOSION DATA

FLASH POINT: Nonflammable.

FLAMMABLE LIMITS:

LEL: N/A
UEL: N/A

EXTINGUISHING MEDIA:

Use any type of fire extinguisher.

SPECIAL FIRE-FIGHTING PROCEDURES:

Product may decompose to HCl in a fire. If fumes are present, firefighters should use an OSHA/NIOSH approved full-face respirator with an acid gas cartridge or SCBA.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

None.

SECTION VI - SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION:

Not required with good ventilation. Use MSHA/OSHA approved respirator if necessary.

VENTILATION:

Use adequate local ventilation.

EYE PROTECTION:

Use chemical safety goggles.

SKIN PROTECTION:

Rubber gloves.



THATCHER COMPANY MATERIAL SAFETY DATA SHEET
PRODUCT: T-Floc B-135
Page 3 of 3

OTHER PROTECTIVE EQUIPMENT:

As needed to prevent skin and eye contact with the material.

SECTION VII - SPECIAL PRECAUTIONS

HANDLING AND STORAGE PRECAUTIONS:

Store in a cool, dry area away from heat, sparks and open flame. Keep covered when not in use. Treat material as an acid. Avoid contact with metal as product will corrode iron, brass, copper, aluminum and mild steel. Avoid contact with skin and eyes. Wear appropriate protective clothing.

SECTION VIII - REACTIVITY DATA

STABILITY:

Stable

HAZARDOUS POLYMERIZATION:

Will not occur.

CONDITIONS OR MATERIALS TO AVOID:

Keep away from heat, sparks and open flames. Not compatible with bases, alcohols, organic materials and ammonia. Mixing may generate heat, spattering or boiling and toxic vapors.

HAZARDOUS DECOMPOSITION PRODUCTS:

May decompose to produce hydrogen chloride at elevated temperatures.

SECTION IX - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IF MATERIAL SPILLS OR LEAKS:

If directed to an industrial sewer, wash down with large volumes of water. Spills can be neutralized and absorbed with soda ash or lime, but neutralization will release carbon dioxide, which can result in breathing hazards. For large spills, dike far ahead of liquid spill for later disposal. Do not release into sewers or waterways.

WASTE DISPOSAL METHOD:

Incinerate or bury in landfill. Comply with all local, state and federal regulations.

ACGIH = American Conference of Governmental Industrial Hygienists

CL = Ceiling Level

IARC = International Agency for Research on Cancer: Monographs

OSHA = Occupational Safety and Health Administration

N/A = Not Applicable

NTP = National Toxicology Program: Annual Report on Carcinogens

PEL = Permissible Exposure Level (OSHA)

TLV = Threshold Limit Value (ACGIH)

TWA = Time Weighted Average over 8 Hours

STEL = Short Term Exposure Limit (ACGIH)

ND = Not Determined

This information is, to the best of our knowledge, accurate but may not be complete. THATCHER COMPANY furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness, or reliability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2010

PRODUCER SullivanCurtisMonroe Insurance Services
251 S. Lake Ave., Suite 150
Pasadena, CA 91101

License # 0E83670
www.SullivanCurtisMonroe.com

626-792-5522
626-792-6111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Chartis Specialty Insurance Company

INSURER B: Commerce & Industry Insurance Co.

INSURER C:

INSURER D:

INSURER E:

INSURED Thatcher Company
Thatcher Transportation
P. O. Box 27407
Salt Lake City UT 84127

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	EG23060782	9/30/2010	9/30/2011	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Deductible	\$200,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Deductible \$20,000	CA1924865	9/30/2010	9/30/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000	EGU23060878	9/30/2010	9/30/2011	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Adrienne LaLonde

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE ATTACHMENT

DATE ISSUED

9/24/2010

NAMED INSURED:

Thatcher Company
Thatcher Transportation
P. O. Box 27407
Salt Lake City UT 84127

Named Insured Schedule:

Thatcher Transportation, Inc.
Thatcher Company of California
Thatcher Company of New York
Thatcher Company of Arizona
Thatcher Company of Nevada
Thatcher Company of Montana
Thatcher Group, Inc.
Thatcher Chemical of Florida



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CV

DATE (MM/DD/YYYY)

03/09/11

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

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

PRODUCER The Presidio Group, Inc. 5295 South 300 West #550 Salt Lake City, UT 84107 Robert C. Pettit CIC, CRM	801-924-1400	CONTACT NAME:	
	801-924-1441	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	-THACO1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Thatcher Company etal - see named insured's attached P O Box 27407 Salt Lake City, UT 84127	INSURER A : New Hampshire Insurance Co.		23841
	INSURER B : Nat'l Union Fire Ins. Co. PA		19445
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/>	WC60169438	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	
B			N / A	WC60169439 - CA ONLY	04/01/11	04/01/12	E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Verification of Insurance subject to the terms and conditions of the policy.

CERTIFICATE HOLDER	CANCELLATION
TOWHOIT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
To Whom It May Concern	AUTHORIZED REPRESENTATIVE
	<i>Robert C. Pettit</i>

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD

INSURED'S NAME Thatcher Company

-THACO1
OP ID: LT

PAGE 2
DATE 03/16/11

Named Insured
Thatcher Company
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona
Thatcher Company of California
Thatcher Company of Montana
Thatcher Company of Nevada
Thatcher Company of New York
Thatcher Chemical of Florida

**ADDENDUM TO AGREEMENT
FOR ALUMINUM CHLORHYDRATE SOLUTION
WITH THATCHER COMPANY**

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (the "Agreement") for all purposes. "City" means The City of Pflugerville and "Thatcher" means Thatcher Company, a Utah Corporation.

That Appendix B Product Warranty:

LIMITATIONS of REMEDIES AND SELLER'S LIABILITY SECTION (a), (b) AND (c) ARE DELETED IN THIER ENTIRETY

That the following sections are added as follows:

Representations and Warranties by THATCHER. If THATCHER is a corporation, partnership or a limited liability company, THATCHER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of THATCHER has been duly authorized to act for and bind THATCHER.

Franchise Tax Certification. A corporate or limited liability company THATCHER certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Eligibility Certification. THATCHER certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, THATCHER agrees that any payments owing to THATCHER under the Agreement may be applied directly toward any debt or delinquency that THATCHER owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Texas Family Code Child Support Certification. THATCHER certifies that no partner or officer of the partnership/corporation is delinquent in child support obligations and therefore THATCHER is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in Travis County, Texas.

Funding. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

THATCHER:

City of Pflugerville:

By: <u>Craig N. Thatcher</u>	By: _____
Name: <u>Craig N. Thatcher</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: <u>6/7/2011</u>	Date: _____

Attest: R. Thatcher
Corporate Secretary CEO