### XII. EXHIBTS

### EXHIBIT "A" **A.BID FORM**

### RFB NO. 25-26-08 ANNUAL CONTRACT FOR THE SUPPLY AND DELIVERY OF FERRIC CHLORIDE

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. <u>25-26-08</u> dated: 8/31/2025 , the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, services, and labor required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore.

BIDDER declares that this proposal is based upon careful examination of the Instructions to BIDDERs, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the time and manner prescribed, Purchasing Division may proceed to award the contract to others.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, royalties, delivery, freight, taxes and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

Bidder understands that the quantities given on the Bid Proposal form are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of product purchased will correspond therewith.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

LOWEST BID will be determined by the Lowest Total Bid Price. BIDDER shall calculate Total Bid Price as follows: Column A x Column B = Column C

BIDDER has read and hereby agrees to the conditions stated in this bid by affixing his/her signature below.

	A	В	C
Supply and Delivery of Ferric Chloride per specifications of RFB-25-26-08	Unit Price (Includes delivery, freight, sales tax and all costs)	Estimated Annual Quantity (dry tons)	Total Bid Price
	\$989.00 per dry ton	120	\$ _118,680.00

(1)Pur Water LLC	
Bidding Firm	
(2) Limited Liability Company	
Corporation, Partner, Joint Venture	

Business Address	City	State	Zip Code
530-949-8224			SACTION AND VIOLENCE SACTIONS AND
Telephone Number		Fax Number	
Jkerr@purwaterl	lc.com		
E-mail Address			
4) <u>Jan</u> <u>La</u>			3/31/2025
Signature of Authorized Person			(Date)
	Kerr		
Type or Print Authorized Person	n's Name		
LEASE SEE THE FOLLOWING	INSTRUCTIONS REGARI	DING SIGNATURE	
I) If the BIDDER is an indexact name of entities joining in a corporation, the exact name	the venture; if a partne		
2) If BIDDER is other the artnership, corporation, inclunder a trade name, state "an i	ding the state of incorp	poration. If BIDDER is a	
State on this line, the a roposal, and any contract awa			cices regarding the Bio
If BIDDER is a joint version of the joint venturers is a pay a general partner, and each general partner; if a corporation ust appear after his/her signal other general partners, or ddresses must be shown below	partnership or a corpora corporation by an auth on, by an authorized offi nature. Where BIDDER the president or secr	ation, each participating corized officer or employ cer or employee. The tit is a partnership or cor	partnership must sign ee; if a partnership, by the of the person signing poration, the names of
ote: All names must be typewr treet number, city, state and z		nature. All Addresses m	ust be complete with

CONTRACTOR'S PER	MIT INFORMATION		
License Classification:			
Expiration Date:		_	
City of Visalia Busine	ess Tax Certificate No.:		
	ertificate (License) is not required t e prior to commencement of work. -4326.		
Federal Tax I.D. No.:	82-1290754		
	ames, addresses, and telephone nu performed work similar in size and		
Company Name	Address	Tel. N	o. Contact
1. City of Chico 482	7 Chico River Rd.	530-894-4300	James Carr_
2.City of Fresno 210	01 G St. Fresno, CA	559-621-1151	Sean Miranda
3.Chemicla Compound	791 66th Ave. Oakland	510-430-2792	Jim
DESIGNATION OF SUITE THE following are the rewhom BIDDER intends	ames, addresses, and telephone n	umbers for all bro	okers and sureties from
Company Name	Address	Tel. No.	Type
Inzone Insurance	2721 Citrus rd. Rancho Cordova	916-503-6303	Auto
Watercolor Insurance	PO Box 1132 Decatur, AL	256-260-0412	GL, Workers comp,etc.

## B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

### EXHIBIT "B-1" NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To Accompany Bid Form

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dan	12.	8/31/2025
Signature	1	Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### EXHIBIT "B-2"

### WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)
To Accompany Bid Form

STATE OF CALIFORNIA	
CITY OF VISALIA	) ss )
I am aware of the provisions	of Section 3700 of the Labor Code which requires every employer to be
insured against liability for w	vorkers' compensation or to undertake self-insurance in accordance with
the provisions of that code, ar	nd I will comply with such provisions before commencing the performance
of the work under this contra	act.
Company:	Please See attached.
Company.	riease see attached.
Business Address:	
Signature:	
Name of Signing Official:	
Title of Signing Official:	
Date:	
Company Seal:	
,	

#### EXHIBIT "B-3"

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

### (EXECUTIVE ORDER 11246)

To Accompany Bid Form

#### Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

- 7. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 7. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
- 7. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
- 7. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
- 7. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
- 7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

	Company:	Pur Water LLC	
	Business Address:	2781 Napa Valley Corporate D	r. Napa, CA 94558
	Signature:  Name & Title of Signing Official:	Jesse Kerr - President	_Date: 8/31/2025
Company Seal (if any):			
	REB NO	25-26-08	

## EXHIBIT "B-4" OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

To Accompany Bid Form

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

- 1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
- 2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE	
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Sup Pur Water LLC - 2781 Napa Valley Corporate Dr. Napa Address	
List the names of all principals, partners, and/or trustee and all stockholders owning more than 10% equity integes the Jesse Kerr	es. For corporations, provide names of officers, directors erest in corporation:
CALIFORNIA LEVINE ACT STATEMENT	
City Council from participating in any action related to totaling more than \$250 within the previous twelve (12)	w as the "Levine Act," can prohibit members of the Visalia a contract if he or she receives any political contributions?) months, and for twelve (12) months following the date a e, from the person or company awarded the contract. The h(s) by a party to be awarded a specific contract.
The following website contains a list of current Visalia Chttps://www.visalia.city/government/city_council/default Visalia City Council Members prior to making the follow	asp. You are responsible for reviewing the names of
more than \$250 to a Visalia City Council Member in to of your proposals or the anticipated date of any	of you or your company, made any political contributions of the twelve (12) months preceding the date of the submission of City Council action related to this contract? YES: buncil Member(s) and date(s) of contribution in the space
Council Member(s) Name	Date of Contribution(s)
Answering YES, does not preclude the City of Visalia from subsequent action related to the contract. It does, hower Member(s) from participating in any actions related to the contract.	ever, preclude the identified Visalia City Council
<b>NOTICE:</b> The disclosure duty under state law continue information regarding contributions changes during this update this disclosure form.	s for twelve (12) months after the award. If the above time after the award, then the awardee is required to
Dan 12	Jesse Kerr
Signature of Company Authorized Individual	Print or Type Name of Authorized Individual

#### EXHIBIT "B-5"

To Accompany Bid Form

STATE OF CALIFORNIA

#### DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
Pur Water LLC	82-1290754
BY(Authorized Signature)	DATE EXECUTED
Jan Lue	8/31/2025
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Jesse Kerr	(530 ) 949-8224
TITLE	
President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
5055 Business Center Dr. Suite 108 PMB 389 Fairfield, CA 94534	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

## EXHIBIT "B-6" AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

### To Accompany Bid Form

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. Seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company:	Pur Water LLC
Business Address:	2781 Napa Valley Corporate Dr. Napa, CA 94558
Signature:	Jan Luc
Name of Signing Official:	Jesse Kerr
Title of Signing Official:	President
Date:	8/31/2025
Company Seal:	

### EXHIBIT "B-7" IRAN CONTRACTING ACT CERTIFICATION

### (PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

To Accompany Bid Form

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

* *	CENT	-						
X	l h	01	On	trac	tor	10	not	
/\				uac	11.71	1.7	111111	

- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

  The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

  Signature:

  Printed Name: Jesse Kerr

  Title: President

  Agency Name: Pur Water LLC

Date: 8/31/2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

### AMTRUST INSURANCE COMPANY

4455 LBJ Freeway Suite 700 Dallas, TX 75244

## WORKERS' COMPENSATION and

EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

1 Italian Algarian

Stephen Ungar, Secretary Christopher H. Foy, President

To obtain information, please contact your agent or AmTrust Insurance Company at **877-528-7878**. You may also write AmTrust Insurance Company Consumer Relations at:

800 Superior Avenue East, 21st Floor Cleveland, OH 44114

WC 99 00 00

Endorsement Effective

7/10/2025

Policy No.

KWC1403985

Endorsement No.

Insured

Pur Water LLC

Premium \$ 500

Insurance Company

AmTrust Insurance Company

#### POLICYHOLDER NOTICE

## CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

- 1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
- 2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
- 3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
- 4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
- 5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
- 6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
- 7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

## California Workers' Compensation Insurance Notice of Nonrenewal

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

- 1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
- 2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
- 3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- 4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
- 5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
- 6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
  - (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
  - (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

#### POLICYHOLDER NOTICE

### CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.



City of Visalia Purchasing Division 707 W. Acequia Avenue Visalia, CA 93291 (559)713-4334 purchasing@visalia.gov

### CITY OF VISALIA, CA REQUEST FOR BID RFB No. 25-26-08

# SUPPLY AND DELIVERY OF FERRIC CHLORIDE TO THE VISALIA WATER RECLAMATION FACILITY

### ADDENDUM NO. 1

Issued:

August 25, 2025

Submittals Due: Wednesday, September 3, 2025, at 2:00 P.M. (PST)

Addendum is being issued to provide responses to questions that have been submitted regarding this project. This addendum becomes part of the RFB- 25-26-08 document and must be signed and submitted with bid.

### ITEM 1: QUESTIONS/RESPONSES

- What is the current price?
   \$1240.00/Ton
- 2. Who is the current supplier?
- 3. Is the addendum required to be acknowledged and submitted with the bid?
  Yes
- 4. What is the anticipated start date?

  Current contract ends 12/4/2025 anticipated start date is 12/5/2025
- 5. Can you provide the dates for the 12-month contract Dependent on approvals from Council

6. Can I please get the bid tabulation for the Ferric Chloride bid to City of Visalia, CA? Dry Ton Price. Rates reflect bids received in March of 2019.



Date: 03/22/2019	Location: CITY HALL WES	Time: 2:00 PM	
BIDDER'S NAME	LOCATION	TOTAL BID AMOUNT	
e NCCO, Inc	Santeline TX	s_711r.10	
Kenira	lawrence, KS	s 728.00	
lnivar	Kent wit	s 10 01d	
Honria Water tech	Detroit MI	s_706.88	
2		\$	
		s	
		\$	
		\$	
		\$	
Witness: Payma Reg	W. 62 Witness:		
Witness:	Witness:		
Witness	Witness		

## END OF ADDENDUM NO. 1 /s/ Purchasing Division

(559) 713-4334

RESPO	NDENT to sign and submit with PROPOSAL	
Firm:	Pur Water LLC	Date: 8/31/2025
By:	Bidder's Signature	
	Bidder's Signature	