

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND THATCHER COMPANY OF CALIFORNIA, INC.**

THIS CONTRACT, is made and entered into this July 1st, 2021, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **THATCHER COMPANY OF CALIFORNIA, INC.**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from July 1st, 2021 to June 30th, 2022, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$150,000.00

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or

employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the

proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Thatcher Company of California, Inc.
PO BOX 27407
Salt Lake City, UT 84127
(916) 389-2517

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY
CITY OF WATSONVILLE

CONSULTANT

BY _____
Matthew D. Huffaker, City Manager

BY  _____
Craig Thatcher, CEO

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

See Attachment 1.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: July 1st, 2021 through June 30th, 2022.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$150,000.00

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall not include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Attachment 1.

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 06-2021
FOR SUPPLY AND DELIVERY OF FERRIC CHLORIDE

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
<https://bacwa.org/bacc/>

No later than 4:00 PM. PDT
Thursday, April 15, 2021

Legal Name of Bidder:
Thatcher Company of California, Inc.

Business Address
P. O. Box 27407
Salt Lake City, UT 84127-0407

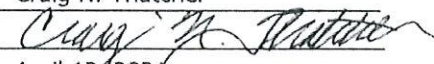
Telephone Number: (916) 389-2517

Facsimile Number: (916) 389-2516

Email Address: michael.walker@tchem.com;
wendy.richmond@tchem.com

Authorized Representative (Please Print):

Craig N. Thatcher

Signature: 

Date: April 12, 2021

I. All costs except California State sales tax for the purchase of FERRIC CHLORIDE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. Bidders must submit all of the following, attached to this Bid Form:

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders and/or purchase agreements with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.



May 5, 2021

Thatcher Company of California, Inc.

Attn: Craig N. Thatcher

PO Box 27407

Salt Lake City, UT 84127-0407

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 06-2021 for Supply and Delivery of FERRIC CHLORIDE.

Dear Mr. Thatcher,

We are pleased to advise you that the bid submitted by Thatcher Company of California, Inc. for Bid No. 06-2021 was determined to be the lowest responsive bid for the supply and delivery of FERRIC CHLORIDE during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Thatcher Company of California, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", is written over the printed name.

Jennifer Dymment

Assistant Executive Director

BACWA.org

as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
 Bid Results for Project 06-2021 FERRIC CHLORIDE
 Issued on 03/18/2021
 Bid Due on April 15, 2021 4:00 PM (PDT)
 Addendum Issued: One (1)

Item #		Hill Brothers Chemical Co.	Pencoco, Inc	Thatcher Company of California, Inc.	Kemira Water Solutions, Inc
1	SINGLE BID AWARD				
2	BACC RECOMMENDATION	IRREGULAR BID	IRREGULAR BID	LOWEST RESPONSIVE RESPONSIBLE BID	NOT LOWEST
	Must include a base unit price for each geographic area	YES	YES	YES	YES
	Bids submitted on forms provided	YES	YES	YES	YES
3		NO; ONLY BID FOR CENTRAL VALLEY EAST BAY AND NORTH BAY	NO BID FOR CENTRAL VALLEY AND NORTH BAY	YES	YES
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form		NO	NO	NO
5	Permit Specification Deviations - if any, proposed specification must be attached				
6	References: minimum of 3	YES	YES	YES	YES
7	Fully Executed Standard Agreement	YES	YES		YES &
	Fully Executed Non-Collusion Affidavit	YES	YES	YES	YES
	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard by Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	NO			
	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified	NO	NO	YES	YES
	Name /Address of chemical manufacturer	SAME	SAME	U.S. MAGNESIUM (ROWLEY, UT)	SAME
	Product Bulletin and Typical Properties		YES	YES	YES
	Safety Data Sheet (SDS)		YES	YES	YES
9	Addendum/Addenda Acknowledgement	YES	YES	YES	YES
10	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder		NO	NO	CHEMICAL TRANSFER, STOCKTON, CA
11					
12					
13 14		NO	NO	NOT INDICATED ON THE STANDARD AGREEMENT SHEET FOR DEVIATIONS BUT NOTED ON THE BID FORM EXHIBIT A AND ATTACHED: ADDITION TO SECTION 4 INDEMNIFICATION: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR ANY OF THE OBLIGATIONS UNDER THIS AGREEMENT.	NO
15	Specific Deviations Noted				

Bay Area Clean Water Agencies**Bid Results for Project 06-2021 FERRIC CHLORIDE**

Issued on 03/18/2021

Bid Due on April 15, 2021 4:00 PM (PDT)

Exported on 04/15/2021

Section	FERRIC CHLORIDE								
Description	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	
Unit of Measure	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Hill Brothers Chemical Co.		\$1,219. 00	\$1,126. 60	no bid		\$1,785. 00	no bid	no bid	no bid
Pencco, Inc	no bid		\$950. 00	\$950. 00	no bid	\$875. 00	\$850. 00	\$950. 00	\$950. 00
Thatcher Company of California, Inc.		\$773. 00	\$731. 00	\$731. 00	\$764. 00	\$764. 00	\$746. 00	\$727. 05	\$731. 00
Kemira Water Solutions, Inc		\$915. 50	\$769. 15	\$785. 85	\$780. 78	\$777. 81	\$761. 62	\$729. 38	\$742. 45

*Highlighted bid prices are only to show the apparent low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation.

Per Section 2.16 Method of Award

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2021

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 have ADDITIONAL INSURED provisions or 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
Arthur J. Gallagher Risk Management Services, Inc.
6967 South River Gate Drive, #200
Salt Lake City UT 84047

CONTACT NAME: Carolyn Maldonado

PHONE: 801-290-3181

FAX (A/C, No):

E-MAIL: certrequests@ajg.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AIG Specialty Insurance Company

26883

INSURER B: National Union Fire Insurance Company of Pittsburgh

19445

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Thatcher Company of California, Inc.
Thatcher Company of Nevada, Inc.
P. O. Box 27407
Salt Lake City UT 84127-0407

THATCOM-01

COVERAGES

CERTIFICATE NUMBER: 1013360387

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER: <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y		EG14246248-03	4/1/2021	4/1/2022	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 POLLUTION LEGAL COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$2,000,000 BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS NON-OWNED <input checked="" type="checkbox"/> OCCUR			CA4489610	4/1/2021	4/1/2022	
A	<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY DED RETENTION \$ CLAIMS-MADE Y/N			EGU14246249-03	4/1/2021	4/1/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE PER OTHER \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY If yes, describe under OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below		N/A	WC015893604	4/1/2021	4/1/2022	STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Pollution Liability GL/Pollution			EG14246248-03	4/1/2021	4/1/2022	Limit Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (required)				ACORD 101, Additional Remarks Schedule, may be attached if more space is required			

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.

Thatcher Group, Inc.

Thatcher Transportation, Inc.

Thatcher Company of Arizona, Inc.

Thatcher Company of California, Inc.

Thatcher Company of Montana, Inc.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Wastonville
City Clerk
275 Main Street, Suite 400
Watsonville CA 95076
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Thatcher Company of California, Inc. Thatcher Company of Nevada, Inc. P. O. Box 27407 Salt Lake City UT 84127-0407	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM 25, CERTIFICATE OF LIABILITY INSURANCE

FORM NUMBER: _____ **FORM TITLE:** _____

Thatcher Company of Nevada, Inc.
 Thatcher Company of New York, Inc.
 Thatcher Chemical of Florida, Inc.
 Thatcher Pharmaceuticals, Inc.
 Thatcher Company of North Dakota, Inc.
 All carriers are rated A XV
 City of Wastonville is included as Additional Insured in accordance with th policy provisions of the General Liability policy.

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 4/1/2021

Forms a part of Policy No.: EG14246248-03

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGES A, B AND E ADDITIONAL INSURED -
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

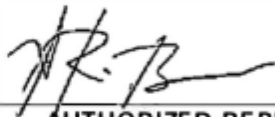
Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your work; or**
- B. In connection with your premises owned by or rented to you.**

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR
WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)