

Service Agreement
IFB #40-0-2022/SM
WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES

THIS AGREEMENT, made this 8 day of, August 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and Aquifer Maintenance Performance Systems, Inc., dba AMPS, Inc. (FEI/N 65-0071672), 7146 Haverhill Road N., West Palm Beach, FL 33407, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #40-0-2022/SM, WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated June 23, 2022 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated August 8, 2022 and any attachments.
- C. Exhibit A
- D. Exhibit B

2. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on the date of execution and ending on July 31, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the cost specified in said bid, and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS

6.1. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;

4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;

- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.16, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.15 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

6.7. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

6.8. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

6.9. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

6.10. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

6.10.1. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

6.10.2. **Automobile Liability:** Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

6.10.3. **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

- 6.10.4. **Pollution Liability:** Successful Bidder shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

7. ACCEPTANCE

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

8. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

9. RIGHT TO AUDIT RECORDS

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

10. PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

11. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

12. INFORMATION

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

13. EXTRA WORK

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

14. FAMILIARITY WITH THE WORK

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

15. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain

the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

17. INSPECTION AND NON-WAIVER

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

18. NOTICES

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: James Murray, President
Aquifer Maintenance Performance Systems, Inc.
Dba AMPS, Inc.
7146 Haverhill Road N.
West Palm Beach, FL 33407

To the City: Chief Procurement Officer
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

Copy to: City Manager
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

19. NO LIENS

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

20. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum

amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

21. MISCELLANEOUS PROVISIONS

- 21.1. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- 21.4. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- 21.5. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- 21.6. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- 21.7. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- 21.8. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- 21.9. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

21.10. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

21.11. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

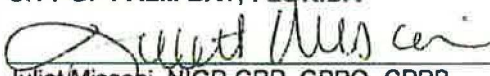
Approved by City Council On: August 4, 2022

ATTEST:



Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA



Juliet Miscchi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

8/5/2022

Date

**AQUIFER MAINTENANCE PERFORMANCE
SYSTEMS, INC.**

DBA AMPS, INC.



(Signature)



Name and Title



Company

8/5/2022

Date



George Barber
Chief Procurement Officer
Procurement Department
321-952-3424

05/12/2023

sent via email: ampsjlp@gmail.com

James Murray, President
Aquifer Maintenance Performance Systems, Inc.
DBA AMPS, Inc.
71446 Haverhill Road N.
West Palm Beach, FL 33407

Re: Amendment #01
1st of 4 available renewal periods
40-0-2022 – Well Repair, Maintenance, and Rehabilitation Services

Dear Mr. Murray,

The current awarded period on the above referenced contract is due to expire on July 31, 2023. There is a provision in this contract for the option to renew up to four (4) additional one (1) year terms. It is the intent of the City to exercise the 1st renewal option, ending July 31, 2024, with no price increases and in accordance with any and all amendments from previous renewals.

Please check 'yes' or 'no' at the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional 1-year term. Your response should be received in the Procurement Department no later than fifteen (15) business days via email (procurement@pbfl.org) from the date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract.

Please feel free to contact me if you have any questions.

George Barber MPA, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

I want to renew Contract #40-0-2022 - Well Repair, Maintenance, and Rehabilitation Services, for an additional one (1) year term at the same terms and conditions, with no price increases.

☒ Yes ☐ No

Contractor's Signature

Date

Printed Name of Signer

Title of Signer

Our records indicate that one or more of your insurance coverages will expire within the next 90 days. Checked coverages below indicate upcoming expiring coverage. Ensure the City receives proof of insurance coverage prior to the expiration date of coverage.

☐ General Liability ☒ Auto Liability ☐ Umbrella Liability ☒ Workers Compensation
☐ Errors & Omissions ☐ Pollution Liability ☐ Garage Liability ☐ Workers Comp Exemption

Other (specify): _____



Cassandra Smith

To: Susan Ziegler

You replied to this message on 5/1/2023 10:13 AM.

321-952-3423

From: Susan Ziegler <Susan.Ziegler@palmbayflorida.org>

Sent: Friday, April 28, 2023 4:58 PM

To: Cassandra Smith <Cassandra.Smith@palmbayflorida.org>

Subject: RE: contract renewals - upcoming

Please advise if your department wishes to renew the following contracts:

35-0-2020	Biosolids Transportation and Disposal	Utilities	H & H LIQUID SLUDGE DISPOSAL I	5/14/2023	Yes renew
35-0-2022	Financial Rate and Management Consultant Services	Utilities	STANTEC CONSULTING SERVICES IN	7/16/2023	Yes renew
Sole CalciQuest Dry Phosphate	CalciQuest Dry Phosphate Well Repair, Maintenance and Rehabilitation Services	Utilities	CARUS LLC	7/26/2023	SS good until 09/30/23X:\Procurement\R BACKUP\Utilities\Printed 75451 Carus.pdf Yes renew
40-0-2022		Utilities	AMPS INC	7/31/2023	
57-0-2020	Purchase and Delivery of Liquid Sodium Hypochlorite	Utilities	ALLIED UNIVERSAL CORP	7/31/2023	Yes renew
45-0-2020	Equipment Rental(Co-op)	Utilities - primary	EP RENTS LLC	8/31/2023	Not used

Susan Ziegler

From: Riley, Heather <Heather.Riley@brevardfl.gov>
Sent: Tuesday, May 30, 2023 3:29 PM
To: Susan Ziegler
Subject: RE: Renewal City of Palm Bay IFB#40-0-2022-SM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Susan,

Thank you for the update 😊

Heather Riley

Procurement Analyst II – Purchasing Services
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way, Building C, Suite 303
Viera, FL 32940
Phone: 321-617-7390 ext 59336

From: Susan Ziegler <Susan.Ziegler@palmbayflorida.org>
Sent: Tuesday, May 30, 2023 3:27 PM
To: Riley, Heather <Heather.Riley@brevardfl.gov>
Subject: RE: Renewal City of Palm Bay IFB#40-0-2022-SM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I have sent a follow-up email to the vendor, regarding the renewal, as I haven't heard back from them as of yet.

Thank you,

Susan Ziegler, CPPB
Procurement Agent II
City of Palm Bay
321-952-3424

From: Riley, Heather <Heather.Riley@brevardfl.gov>
Sent: Tuesday, May 30, 2023 11:16 AM
To: James "Nick" Canjar <James.Canjar@palmbayflorida.org>
Cc: Susan Ziegler <Susan.Ziegler@palmbayflorida.org>
Subject: RE: Renewal City of Palm Bay IFB#40-0-2022-SM

**CITY OF PALM BAY
AMENDMENT #2
TO CONTRACT # 40-0-2022
WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES**

This amendment to contract is made and entered into this 23rd day of April, 2024, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Aquifer Maintenance Performance Systems, Inc. DBA AMPS, Inc. hereinafter referred to as the "Contractor".

WHEREAS the City and the Contractor entered into a Contract under the date of August 8, 2022, whereby the contractor would provide well repair, maintenance and rehabilitation services; and

WHEREAS the City and Contractor desire to **renew** the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. **The renewed term of agreement shall be August 1, 2024, through July 31, 2025. This shall be the 2nd of four (4) possible 1-year renewals.**
- II. **No price increases will be allowed.**

In all other respects and, except as specifically modified and amended, the Contract dated, August 8, 2022, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

**AQUIFER MAINTENANCE
PERFORMANCE SYSTEMS, INC.
DBA AMPS, INC.**

James
Canjar

Digitally signed by James
Canjar
Date: 2024.04.23
16:17:56 -04'00'

George Barber MPA, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

By:

JAMES MURRAY, President
Name/Title

James Murray
Signature

4/23/24

Date

4-17-24

Date



INVITATION FOR BID # 40-0-2022/SM
WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES
ISSUE DATE: 6/3/2022

**BIDS TO BE RECEIVED NO LATER THAN 5:00 PM ON
TUESDAY, 6/28/2022**

Procurement Department
120 Malabar Road SE
Palm Bay, FL 32907-3009

Contact: Shelsea Martin, Procurement Agent I
Shelsea.Martin@pbfl.org
(321) 952-3424

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name	DBA, if applicable
Street Address	Phone Number
City, State, Zip Code	Email Address
FEIN	

Are quotes firm for 90 Days?

Yes: ____ No: ____ Other: ____

Do you accept VISA?

Yes: ____ No: ____ Other: ____

List of Deviations (if any) attached?

Yes: ____ No: ____ No Deviations: ____

If submitting a "NO BID," state reason: _____

Bid packages shall be mailed or hand-delivered to the Information Desk located at CITY HALL, 120 Malabar Road SE, Building A, Palm Bay, Florida 32907. Bids will be opened at City Hall after the date and time above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The City's time/date stamp will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments must be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, **IFB # 40-0-2022/SM, "WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES."** Bidder's name and return address must be clearly identified on the outside of the envelope.

 Authorized Signature

 Title (printed)

 Name (Printed)

 Date

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SECTION I

Check List of Minimum Required Submittals

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

<u>SUBMITTALS CHECKLIST</u>	<u>INCLUDED</u>		
	<u>YES</u>	<u>NO</u>	<u>N/A</u>
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)			
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Bidder has provided One (1) Original hard-copy Bid (marked " ORIGINAL "), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation			
Bidder has provided the number of one (1) hard copy of their bid (marked " COPY "), as referenced in Section I (page 3)			
Bidder has confirmed that their Bid reflects all Addenda for this project completed, signed (blue ink), and included their Bid & Addenda Acknowledgment Form (all Addenda will be posted to www.palmbayflorida.org/procurement for notification and retrieval)			
Bidder has completed, signed (blue ink) and included their Bid Pricing Form			
Bidder has provided a list of all chemicals that may be used during the various cleaning processes, as well as their appropriate SDS sheets			
Bidder has provided a list of technicians with their years of experience and equipment they are qualified to repair			
Bidder shall include NELAC certification; the name and contact information of the laboratory (page 12)			
If applicable, Bidder has provided a signed Conflict of Interest statement			
If applicable, Bidder has provided their Corporate Resolution (indicating signature authority)			
Bidder completed and included their Reference Form			
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement			
Bidder has included a copy of business tax receipt (occupational license)			
Bidder has read, understood and submitted all required documentation for bid evaluation.			

 Authorized Signature

 Company Name

 Printed Name (typed or printed)

 Date

Introduction & Instructions to Bidders

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Bids for "Well Repair, Maintenance and Rehabilitation Services."

BID DUE DATE & TIME: TUESDAY, 6/28/22 AT 5:00 P.M. Bid packages shall be mailed or hand-delivered to the Information Desk located at CITY HALL, 120 Malabar Road SE, Building A, Palm Bay, Florida 32907. Bids are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The City's time/date stamp will be the official authority for determining late Bids.

NOTE: Bids will not be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 6/29/2022. **Only the NAME of the firms who submitted a response to this Invitation for Bid will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907. **Interested parties may attend telephonically by calling:**

Phone Number: 347-378-4680

Conference ID: 944 796 654#

Telephone attendance is strongly encouraged in lieu of in-person attendance. The public record of the preliminary bid results as read at the public opening can also be requested by calling 321-952-3424 or emailing procurement@pbfl.org. To attend in person, interested parties should check in at the Information Desk in Building A to be escorted to this meeting.

All Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, "IFB No. **40-0-2022/SM Well Repair, Maintenance and Rehabilitation Services.**" Bidder's name and return address should be clearly identified on the outside of the package.

Bidder shall submit two (2) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the Bid complete with all supporting documentation.
- One (1) hard copy (marked "COPY").

Bids submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids, which do not comply with these requirements, may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with all addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addenda are available online at the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>.

Bids not submitted on the enclosed Bid Form may be rejected, unless stated otherwise in the Bid documents. If a Bidder wishes not to submit a Bid, complete and return the "NO BID RESPONSE" on Page 1.

For information concerning procedure for responding to this Invitation for Bid (IFB), contact **SHELSEA MARTIN, PROCUREMENT AGENT I**; Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Bid procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: **SHELSEA MARTIN, PROCUREMENT AGENT I**; Procurement Department. Questions may also be sent via e-mail at Shelsea.Martin@pbfl.org. Questions received less than seven (7) calendar days prior to Bid due date will not be answered. Bidder is responsible for verifying questions were received by the Procurement contact. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their Bids.

Standard Terms & Conditions

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Bids, and to accept the Bid which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO INVITATION FOR BID - If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Procurement Department will furnish the revision by written Addendum through the City's solicitation hosting software linked on the City's website. Addenda information will be posted online at the City of Palm Bay Procurement website:

<http://www.palmbayflorida.org/procurement>. Bidders are responsible to ensure they have received all addenda before submitting their bid.

ADDITIONAL TERMS & CONDITIONS - The City reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

AWARD - Award will be made to the lowest and best responsible bidder whose Bid is determined by the City, to be in the best interest of the City.

BID ACKNOWLEDGE - By submitting a Bid, the bidder certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

BIDDER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the bidder. The City will not be liable for any costs incurred by the bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CONFLICT OF INTEREST - The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES - The submission of a bid in response to this Invitation for Bids constitutes a contractual agreement, at the option of the Successful Bidder, for the same prices, terms and conditions, to other governmental and quasi-governmental agencies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

DISCRIMINATORY VENDOR LIST - An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION - The Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders' ability to fulfill the requirements of the Bid.

E-VERIFY: The awarded Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any

challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

EX PARTE COMMUNICATION - Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award, or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in Section 38.21 of the City of Palm Bay Code of Ordinance.

- A. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor, or protestant (or its employees, agents, or representatives) and the City (its members, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following periods:
 - (1) From the date of advertising of the solicitation through award of a contract; and
 - (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.
- B. Exclusions: This requirement shall not prohibit:
 - (1) Pre-Bid and Pre-Proposal Meetings: Meetings called or requested by the Chief Procurement Officer and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the City's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Chief Procurement Officer.
 - (2) Solicitation documents may provide for communications from bidders or proposers to designated Procurement Department staff or discussion at meetings called or requested by the City pursuant to this subsection.
 - (3) Addressing the City Council regarding non-procurement topics at public meetings.
 - (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation, and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications outside those meetings;
 - (5) Contacts by the City's current contractors but only in regard to:
 - i. any work being performed on City projects unrelated to the solicitation, or
 - ii. any City projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
 - (6) Communications between the Chief Procurement Officer or other City representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
 - (7) Contacts by bidders and proposers (actual or potential) and the City regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
 - (8) Communications between the Chief Procurement Officer and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
 - (9) Addressing the City Council during the designated agenda item public comment portion of a meeting where the Council is considering award or permission to negotiate on solicitation that a bidder or proposer submitted on.
- C. Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Bids and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Bidders are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

PAYMENT - Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PUBLIC ENTITY CRIMES - By submission of response to the City's Invitation for Bid on this project, bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS - Sealed bids, Bids or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, Bids, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, Bids, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, Bids, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon

completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907; 321-952-3424 or procurement@pbfl.org.

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on Bid sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION - The bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION - The City reserves the right to negotiate a final agreement with the top-ranked bidder to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION - The Notice of Consideration for Award for Bids will be posted at least five (5) business days in advance of such award. Bidders are responsible to check the following locations for updates on this Bid's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at the City's Web Page <http://www.palmbayflorida.org/procurement>. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by contacting the Procurement Department. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER - A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

RESPONSIVE BIDDER - A contractor, business entity or individual who has submitted a bid or Bid that fully conforms in all material respects to the IFB and all of its requirements, including all form and substance.

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT -

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent company to civil penalties, attorney's fees, and/or costs.

Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

TERM - The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

TIE BIDS – Award of all ties shall be made by the Chief Procurement Officer in the following order: §287.087, Florida Statutes which allows a vendor certified as a Drug-Free Workplace to have precedence. Tie Bids for printing shall be awarded in accordance with §283.35, Florida Statutes. If a tie cannot be broken by using Florida Statutes, a local vendor with a principal place of business within Palm Bay, Florida then a local vendor with a principal place of business in Brevard County, Florida will be given preference over a non-local vendor. If all bidders involved are the same class of local bidders, the award shall be determined by drawing lots.

TIE BIDS – Award of all ties shall be made by the Chief Procurement Officer in the following order: §287.087, Florida Statutes which allows a vendor certified as a Drug-Free Workplace to have precedence. Tie Bids for printing shall be awarded in accordance with §283.35, Florida Statutes. If a tie cannot be broken by using Florida Statutes, a local vendor with a principal place of business within Palm Bay, Florida then a local vendor with a principal place of business in Brevard County, Florida will be given preference over a non-local vendor. If all bidders involved are the same class of local bidders, the award shall be determined by drawing lots.

TIME FOR CONSIDERATIONS - Bids will be irrevocable after the time and date set for the opening of Bids and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

Special Conditions

CONTRACTOR SECURITY ID CARDS - All vendors and contractors who enter into a business arrangement with the City will be required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of their awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, as amended by City Ordinance Number 2007-96. For more information view the City's Code of Ordinances, Chapter 98, Public Protection Act.

Your "Contract Employee" is defined as: *"Any individual who is employed regularly, seasonally, on a per diem basis, whether or not compensated, to fulfill a duty or obligation of the contractor in or for the City of*

Palm Bay. Contract Employee shall not include employees of the contractor who do not perform duties within the city limits or who do not have regular contact with the public as a representative of the City.”

Prior to being issued a City security ID card, the contractor shall complete the application which acknowledges, under penalty of perjury, that the contract-employee works or provides service for the contractor, whether for compensation or not, and authorizes the issuance of a City security ID card to the Contract Employee. The security ID card will provide limited information identifying the Contract Employee (including, but not limited to, name, date of birth, address, and either a driver's license number or the number of a state-issued identification card) and will provide an expiration date (which shall not be later than the term of the contract).

The City shall retain the right to verify the information contained on the application and shall require the Contract Employee to present his or her driver's license or state-issued identification card prior to sitting for a photograph or being issued a City security card. The City shall retain the right to request fingerprints of the contract-employee and/or conduct a background investigation if it is deemed necessary.

There are a few exceptions to the Public Protection Act which include:

- those who provide a service to the City, where the City is the consumer of such service and the contractor is repairing, maintaining or installing its equipment which has been leased or sold to the City (i.e., a repairman coming into a City office to repair a copy machine, Waste Management emptying dumpsters, etc.) and the Contract Employee has no significant contact with the public, regardless of the existence of a contract or other business arrangement;
- those who provide a service to the City where the City is a recipient of routine deliveries (i.e. Fed-X driver);
- the employees of any contractor whose business has more than five hundred (500) employees and which can document at least one other governmental client which is a county, a county school board, a sheriff's office, a municipality with a population of more than 70,000 persons, the State of Florida or an agency thereof (i.e., Water Management District, County Housing Authority, etc.) or the Federal Government or an agency thereof;
- City Risk Manager approval of specific job assignments where the wearing of a security card poses an unusual risk or harm. Contractors are responsible to determine how this law applies to their company.

SECTION II

Agency Overview

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with a population of over 125,000 residents, is the largest incorporated area in Brevard County.

(Please visit our official web site, www.palmbayflorida.org).

BACKGROUND

On December 16, 1992 the City of Palm Bay purchased the General Development Utility System for \$31,900,000. For years the utility growth characteristics were controlled by the private utility with little respect to the City's Comprehensive Plan. A local government's control over the utility expansion services plays a major role in effective long-range land use planning, and brings the City into concurrence with State requirements for providing water and sanitary sewer service throughout the City. Therefore, the purchase of this facility has proven to be one of the City's greatest assets. With the City's acquisition in place, the utility embarked on an aggressive infrastructure improvement plan. Our goals are:

- To provide water and sewer utility infrastructure throughout the City consistent with the City Comprehensive plan.
- To correct negative environmental impact and provide utility service, groundwater and environmental protection that will promote public health, safety, and welfare of the citizens of Palm Bay and surrounding areas.
- To improve fire protection throughout the City.
- To provide wastewater reuse to green space areas.
- To provide a safe potable water product throughout the City and to outside City customers.
- To collect, treat, and dispose of wastewater in a manner consistent with mandated Federal, State and Local regulations
- To provide all of these services on a continual basis in a reasonable cost effective manner.

Scope of Work

1. The City of Palm Bay is requesting bids for Well Repair, Maintenance and Rehabilitation Services for the City of Palm Bay Utilities Department.
2. Equipment will primarily be from water wells; however, repair services may be requested for various other pumps, motors and other miscellaneous equipment from the water and wastewater plants.
3. Contractor shall provide all labor equipment, supplies necessary to perform repairs.

DESCRIPTION OF SERVICES

1. Well/Pump/Motor Maintenance - The Contractor shall assist with any well/pump/motor maintenance within the Utility facilities and shall comply with all Florida Department of Environmental Protection (FDEP) regulations. This will include removal of pumps such as submersible, vertical, turbine and other pumps. The contractor will also assist in pulling motors as needed, and assist in troubleshooting various problems within the system.
2. Chlorine Disinfection Maintenance – Shall be performed on an individual basis as determined by the monthly trend data available at the time; or, as determined by the Water Plant Superintendent. The chlorine is to be injected under pressure down into the well.
3. Swabbing – Shall be performed on an individual basis as determined by the Water Plant Superintendent.
4. Well Acidification - Contractor shall submit a list of all chemicals and the processes to be used (see page 14).

5. Well Development and Redevelopment - Shall comply with all FDEP regulations. To include:
 - a. Specific Capacity Testing - Required before and after rehabilitation of existing pumps;
 - b. Disinfection of Well after Rehabilitation - Contractor shall provide written procedures for acid and chemical treatment to the well for approval by the City, prior to the work being performed. These procedures shall comply with the Environmental Protection Agency (EPA), FDEP and City Ordinance guidelines for illicit discharges.
6. Flow Meter Maintenance and Calibration - If it is determined that the meter calibration is off by more than 5% accuracy, meter maintenance will be performed. Contractor shall send meter to the manufacturer for calibration prior to reinstall.
7. Water Storage Tank Residual Cleaning - The Contractor shall provide these services with:
 - a. No end user disruptions;
 - b. No loss of finished water above the minimal amount during cleaning;
 - c. No actions by the Contractor to reduce the free chlorine residual below 0.5 mg/l in the tank throughout the entire inspection. Samples must be taken from the tank before entering the tank and upon leaving the tank to assure the minimum chlorine residual level of 0.5 mg/l is maintained;
 - d. No loss of fire suppression capability;
 - e. No tank lining damage.
8. Well Rehabilitation Videotaping (both pre and post rehabilitation) – Includes both down hole surveys and 360° videos. The video shall be provided to the City, in an approved format, within 10 working days of completion of well rehabilitation. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project.

The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection.

The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and be free from distortion.
9. Reports - A quarterly report shall be generated for each well specifying and graphing gallons per minute (GPM), draw downs, and static head. An annual report will also be required to show the entire well performance for each well each calendar year. These reports shall be submitted to the City with one hardcopy and one electronic submittal required. The quarterly reports will be due by the 15th of the month following the reported quarter and the yearly reports will be due by February 1st of the following reported year.
10. Other Services may include but not limited to:
 - a. Pump/Motor Retrieval
 - b. Deep Well Pump Maintenance
 - c. Airlift Well
 - d. Pump Test
 - e. Well Abandonment
 - f. Wellhead and Pump Removal
11. Bacteriological Sampling and Testing - The contractor shall be responsible for all bacteriological sampling and testing associated with the project, to include retesting if warranted. The testing of all samples will have to be completed at a National Environmental Laboratory Accreditation Conference (NELAC) Certified Laboratory.

The Contractor shall include, with their submittal, the name and contact information of the laboratory as well as a copy of their NELAC certification to the City for approval. The results of all testing will be submitted to the City.

HOURS OF WORK

1. Normal business hours are between the hours of 7:00 am – 5:30 pm Monday through Friday. No work may be performed on holidays, weekends, or after normal business hours without prior authorization by the City. Please call and verify hours of operation with department contact. Holidays are defined as City observed holidays which can be found on the City website:
<http://www.palmbayflorida.org/residents/holidays.html>
2. The Contractor shall communicate with the Superintendent and Plant Maintenance Coordinator before project(s) begin to determine the work schedule so as not to conflict with such items as the rotation schedule of the wells. The Contractor will also check in and out with the Superintendent on a daily basis and provide them with a weekly written status report for the current projects.

RESPONSE TIME

1. Regular Repairs:
 - a. Contractor shall respond within three (3) business days for repair request from City;
 - b. All repairs/maintenance/rehabilitation on equipment shall be completed and equipment re-installed and fully operational within 30 days after issuance of purchase order;
 - c. Contractor shall inform the City if there will be a delay due to availability of parts;
 - d. Unsatisfactory work shall be immediately corrected by Contractor at no additional cost to the City.
2. Emergency Repairs:
 - a. Shall be within 24 hours of notification to the Contractor by the City for any well/pump/motor emergencies;
 - b. The response shall include all equipment and manpower required;
 - c. Repairs shall be completed within three (3) business days after issuance of a purchase order;
 - d. It is assumed these repairs will not be delayed due to part availability;
 - e. Unsatisfactory work shall be immediately corrected by Contractor at no additional cost to the City;
 - f. If the equipment repair is not completed and returned within the time specified, the regular repair rates, not the emergency repair rates will apply.
3. Work Completion Time - All repairs/rehabilitation/maintenance work shall be completed within 30 days, unless an emergency situation arises as determined by the Utilities Director or designee. All required work shall be performed or discontinued at the determination of the Superintendent or authorized Utilities Department representative.

PROTECTION OF PROPERTY/SYSTEMS

1. The Contractor shall return the site to its original condition, unless otherwise stated by the City, when completing any work on City property.
2. The Contractor will also be responsible for the proper storage of all materials and restoration of site prior to leaving the project. The Superintendent will need to sign off that the restoration was completed to the satisfaction of the City. This written sign-off will need to be included with final payment.

QUALIFICATIONS

1. Contractor shall provide a minimum of three (3) references for which they are providing this type of service in the State of Florida. References must be within the last three years and include contract value per year. The City of Palm Bay is not to be included as a reference.
2. Contractor shall retain in their direct employ technicians with a minimum of five (5) years' experience and training in repairing / maintaining pumps, motors and associated appurtenances. **Contractor shall supply a list of technicians with their years of experience and equipment they are qualified to repair with this submittal.**

3. Contractor must be properly licensed in the City, County, and State where their parent company resides.

SERVICE REQUIREMENTS

1. The Contractor shall provide an itemized quote (hourly rate and materials) for each repair within three (3) days of site evaluation.
2. The Contractor will appoint one of their employees as the key contact for the Utilities and will provide an emergency contact list.
3. The Contractor will be required to contact the Water or Wastewater Treatment Plant Superintendent or designee for scheduling site visits prior to starting work.
4. The Utilities Department Maintenance Coordinator will be the City's main point of contact for the Contractor.
5. Contractor shall furnish all labor, equipment, tools, transportation and supplies necessary to perform repairs.
6. Contractor shall pick up and return equipment for repair between the hours of 7:00 am and 5:30 pm, Monday through Friday. Please call and verify hours of operation with department contact.
7. Contractor shall proceed with repair of equipment only after City's issuance of a purchase order; or with verbal authorization of a purchase order number from the Maintenance Coordinator or authorized Utilities Department representative.
8. The purchase order amount (issued per Contractor's quote) shall be the maximum amount payable to the Contractor for the repair, unless a supplemental quote is provided and accepted by the City. The supplemental quote will reference the original quote number and City issued purchase order number. Additional work should not be done until a revised purchase order has been issued.
9. Contractor shall use OEM parts when available / practical.
10. Technician responding to repair request shall immediately contact the Maintenance Coordinator or authorized Utilities Department representative upon arrival at the job site.
11. **Actual travel time from contractor's location to and from the work location is not reimbursable under this contract.** Travel cost, fuel, per diem etc. shall be included in the rates on the pricing table. No additional reimbursement will be allowed.
12. Unavoidable Degradation – during the course of repair, if any damage is found which cannot be fully repaired, the City's approval is required before proceeding.

SAFETY AND ENVIRONMENTAL

1. The Contractor shall be responsible for all necessary warning signs and safety precautions/equipment at their work site. The contractor shall be required to meet all OSHA, City, and Utility Department safety requirements while on site.
2. Chemicals – **The contractor shall include, with their submittal, a list of all chemicals that may be used during the various cleaning processes, as well as their appropriate SDS sheets.** Any changes to this list will have to be submitted to the City for approval before use. All chemicals used shall be in accordance with all Federal, State and local guidelines and used per EPA directions for well field protection approved chemicals. Disposal of containers shall not be permitted on-site and shall be disposed of in accordance with EPA guidelines.
3. The Contractor shall be responsible for cleanup of the site to include any chemicals and raw water utilized for the work. The cleanup and disposal shall meet all applicable EPA, FDEP, and City requirements to include the City's Illicit Discharge Ordinance.

4. The costs associated with all Safety and Environmental efforts by the contractor shall be included in the line items on the pricing table.

WARRANTY

1. Contractor shall warranty replaced parts for a period of one year from installation.
2. Contractor shall warranty repairs against defects in materials and/or workmanship for a period of one year from installation.
3. Warranty repairs shall be sent to manufacturer's authorized repair facility when applicable.
4. The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Palm Bay.

REPAIR RATES

1. Contractor shall be responsible for providing regular and emergency repairs as needed.
2. Contractor shall provide a regular and emergency repair rate per pricing table items.
3. Rates paid under this contract shall only be for productive repairs and must be clearly identified on each quote.
4. Contractor shall provide a percentage markup on dealer's cost for parts.
5. No charge will be allowed for providing quotes.
6. For all repairs, the City reserves the right to utilize the City's established procurement policy and shall have the option to solicit additional quotes for repair and/or new equipment if quotes submitted by Contractor appear non-competitive or higher than industry's prevailing prices.
7. The rates in the pricing table shall include, but not be limited to, labor, restoration, clean-up costs, sampling testing, incidentals, mileage and any other costs associated with the work unless the specific line item states differently. All ancillary items, including, but not limited to mobilization/demobilization, cleanup, sampling and testing; and, welding shall be included in the line item cost.
8. Hourly rates will be charged from the time the technician arrives at the City facility to the time the technician leaves the City facility. Travel time and mileage will not be billable.
9. Materials shall be furnished by the Contractor on a cost plus markup calculated as a percentage rate. Materials provided by the Contractor shall be billed to the City on the actual prices paid by the Contractor for materials plus the percentage mark-up. Copies of invoices for materials received by the Contractor will be submitted with each invoice.
10. The Contractor shall provide a price to ensure that the project is complete and fully functional to include a complete set of as-builts, manuals, and training for new equipment so that City Staff are capable of operating and maintaining the equipment.

GENERAL

The Successful Bidder will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this IFB, will include the entire effort required of the bidder to provide the service described.

SECTION III

Bid & Addenda Acknowledgement Form – Sheet 1 of 4 **IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES**

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a) She/He is an officer of the organization.
- b) She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c) She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d) This bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
- e) If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum #:		Dated:		Addendum #:		Dated:	
Addendum #:		Dated:		Addendum #:		Dated:	

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

 Authorized Signature

 Company

 Printed Name & Title

 Telephone Number

 Date

 Email address

Bid Pricing Form – Sheet 2 of 4
IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES

Contractors must bid on all items. This will be awarded 'all or none'.

Provide a price for each line item listed below (Line Item Table). Transfer line items prices to scenario of Service listed on page 20. The scenario total will be used to compare one bid to another for award purposes only and does not represent a guarantee of future work.

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7:00 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7:00 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7:00 am) & Holidays
1	Well Drill	Per foot	\$	\$	\$
2	Well Service Rig	Per hour	\$	\$	\$
3	Pump Service Rig	Per hour	\$	\$	\$
4	Cement work or demolition	Per hour	\$	\$	\$
5	On Site Welding Unit	Per hour	\$	\$	\$
6	Machine Shop Welding	Per hour	\$	\$	\$
7	Pump/Well technician	Per hour	\$	\$	\$
8	Chemical Treatment	Per hour	\$	\$	\$
9	Well abandonment	Per hour	\$	\$	\$
10	Specific Capacity test, before and after rehabilitation	Per hour	\$	\$	\$
11	Well Development and Redevelopment	Per hour	\$	\$	\$
12	Chemical disinfection of well after rehabilitation	Per hour	\$	\$	\$
13	Pump Motor Retrieval	Per hour	\$	\$	\$
14	Miscellaneous work as needed, normal business hours	Per hour	\$	\$	\$

Authorized Signature

Company

Printed Name & Title

Date

Bid Pricing Form – Sheet 3 of 4
IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7:00 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7:00 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7:00 am) & Holidays
15	Miscellaneous work as needed, non-normal business hours	Per hour	\$	\$	\$
16	Flow Meter Maintenance and Calibration	Per hour	\$	\$	\$
17	Deep well Pump Maintenance	Per hour	\$	\$	\$
18	Well/Pump /Motor maintenance	Per hour	\$	\$	\$
19	Raw water disposal	Per hour	\$	\$	\$
20	Airlift well	Per hour	\$	\$	\$
21	Pump test	Per hour	\$	\$	\$
22	Swabbing	Per hour	\$	\$	\$
23	Reports (other than weekly status reports)	Per report	\$	\$	\$
24	Water Storage Tank Residual Cleaning	Per tank	\$	\$	\$
25	Down hole video surveys	Per video	\$	\$	\$
26	360 Degree Video	Per video	\$	\$	\$
27	Mobilize, demobilize & cleanup	Per well	\$	\$	\$
28	Wellhead/pump removal, cleaning and reinstall	Per well	\$	\$	\$
29	Well Acidification/EPA	Per well	\$	\$	\$
30	Chlorine Maintenance of Wells	Per well	\$	\$	\$
31	Percent Markup for Parts supplied & installed		%		

 Authorized Signature

 Company Name

 Printed Name & Title

 Date

Bid Pricing Form – Sheet 4 of 4
IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES

SCENARIO OF SERVICES – pricing requested for ITB comparison only (see pages 18 – 19)

Transfer line items prices, using the pricing in **Business Hours Price** column to Scenario of Services on the following table. The scenario total will be used to compare bids for award purposes only and does not represent a guarantee of annual work.

Item #	Description	Unit	Est Qty 'a'	Price from Line Item Table 'b'	Total Price – Scenarios of Services 'a' x 'b'
7	Pump/Well technician	Per hour	18	\$	\$
8	Chemical Treatment	Per hour	10	\$	\$
10	Specific Capacity test, before and after rehabilitation	Per hour	7	\$	\$
11	Well Development and Redevelopment	Per hour	19	\$	\$
12	Chemical disinfection of well after rehabilitation	Per hour	6	\$	\$
14	Miscellaneous work as needed, normal business hours	Per hour	55	\$	\$
18	Well/Pump /Motor maintenance	Per hour	56	\$	\$
20	Airlift well	Per hour	23	\$	\$
21	Pump test	Per hour	5	\$	\$
25	Down hole video surveys	Per video	2	\$	\$
27	Mobilize, demobilize & cleaner	Per well	15	\$	\$
28	Wellhead/pump removal, cleaning and reinstall	Per well	10	\$	\$
29	Well Acidification/EPA	Per well	3	\$	\$
30	Chlorine Maintenance of Wells	Per well	134	\$	\$
GRAND TOTAL – SCENARIO OF SERVICES					\$

 Authorized Signature

 Company Name

 Printed Name & Title

 Date

References

Bidder shall provide a minimum of three references, for which they are currently providing this type of service within the State of Florida. The City of Palm Bay is not to be included as a reference.

1. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: _____

Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

2. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: _____

Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

3. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: _____

Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

CITY OF PALM BAY

Bidder's Insurance Requirements Acknowledgement**IFB #40-0-2022/SM, WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES****STANDARD INSURANCE REQUIREMENTS**

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Pollution Liability:** Successful Proposer shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- D. **Umbrella/ Excess Liability:** Successful Bidder shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. ***This coverage is optional if Successful Bidder has \$2,000,000 General Aggregate under the Commercial General Liability Policy.**
- E. **Workers' Compensation:** The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:
 - Each Accident \$ 100,000.00
 - Disease – Policy Limit \$ 500,000.00
 - Disease – Each Employee \$ 100,000.00

Successful Bidder shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions - The City of Palm Bay is to be specifically included on all certificates of

insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Authorized Signature

Company

Printed Name & Title

Date

Service Agreement
IFB #40-0-2022/SM
WELL REPAIR, MAINTENANCE AND REHABILITATION Services

THIS AGREEMENT, made this ____ day of, _____ 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and CONTRACTOR NAME (FEI/EINumber _____), CONTRACTOR ADDRESS, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #40-0-2022/SM, WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated _____, 2022 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated _____, 2022 and any attachments.
- C. Exhibit A
- D. Exhibit B

2. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on _____, 2022 and ending on _____, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the cost specified in said bid in the amount of \$_____, and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS**6.1. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;

5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;

- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.16, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.15 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

6.7. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

6.8. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but

not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

6.9. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

6.10. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

6.10.1. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

6.10.2. **Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

6.10.3. **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

6.10.4. **Pollution Liability:** Successful Bidder shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage

resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

7. ACCEPTANCE

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

8. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

9. RIGHT TO AUDIT RECORDS

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

10. PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A.** Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B.** Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C.** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D.** Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

11. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

12. INFORMATION

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

13. EXTRA WORK

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

14. FAMILIARITY WITH THE WORK

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

15. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

17. INSPECTION AND NON-WAIVER

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

18. NOTICES

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:

To the City:

Chief Procurement Officer
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

Copy to:

City Manager
City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907

19. NO LIENS

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

20. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth

in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

21. MISCELLANEOUS PROVISIONS

- 21.1. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- 21.4. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- 21.5. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- 21.6. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- 21.7. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- 21.8. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- 21.9. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 21.10. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- 21.11. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

Approved by City Council On: _____

ATTEST:

CITY OF PALM BAY, FLORIDA

Terese Jones, City Clerk

Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Date

CONTRACTOR

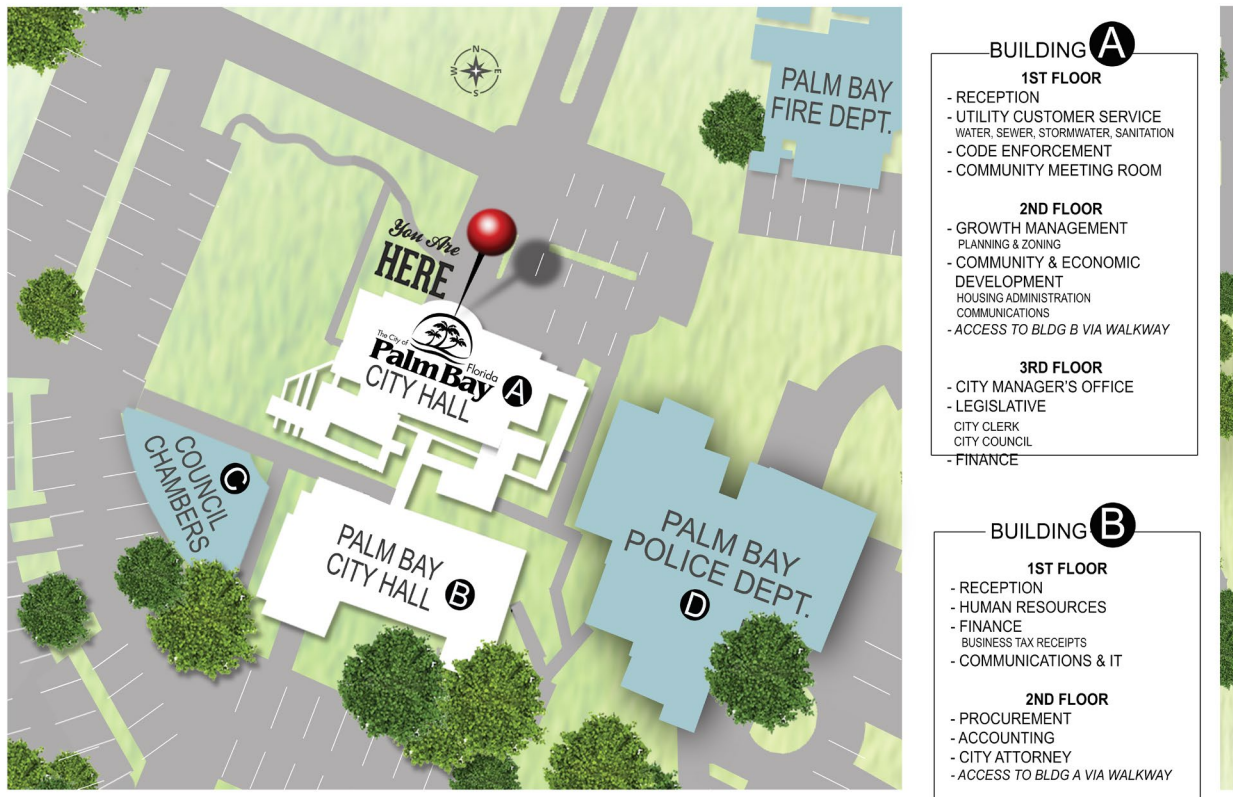
(Signature)

Name and Title

Company

Date

Map of City Hall Complex





**INVITATION FOR BID # 40-0-2022/SM
WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES
ISSUE DATE: 6/3/2022**

**BIDS TO BE RECEIVED NO LATER THAN 5:00 PM ON
TUESDAY, 6/28/2022**

**Procurement Department
120 Malabar Road SE
Palm Bay, FL 32907-3009**

**Contact: Shelsea Martin, Procurement Agent I
Shelsea.Martin@pbfl.org
(321) 952-3424**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name <i>Aquifer Maintenance & Performance Systems, Inc.</i>	DBA, if applicable <i>AMPS, Inc.</i>
Street Address <i>7140 Haverhill Road N.</i>	Phone Number <i>(561) 494-2844</i>
City, State, Zip Code <i>W. Palm Beach, FL 33407</i>	Email Address <i>ampsjlp@gmail.com</i>
FEIN <i>65-0071672</i>	

Are quotes firm for 90 Days?

Yes: ☒ No: ☐ Other: ☐

Do you accept VISA?

Yes: ☒ No: ☐ Other: ☐

List of Deviations (if any) attached?

Yes: ☐ No: ☐ No Deviations: ☒

If submitting a "NO BID," state reason: _____

Bid packages shall be mailed or hand-delivered to the Information Desk located at CITY HALL, 120 Malabar Road SE, Building A, Palm Bay, Florida 32907. Bids will be opened at City Hall after the date and time above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The City's time/date stamp will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments must be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, **IFB # 40-0-2022/SM, "WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES."** Bidder's name and return address must be clearly identified on the outside of the envelope.

Authorized Signature

Name (Printed)

Title (printed)

Date

SECTION I

Check List of Minimum Required Submittals

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

<u>SUBMITTALS CHECKLIST</u>	<u>INCLUDED</u>		
	<u>YES</u>	<u>NO</u>	<u>N/A</u>
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)	✓		
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	✓		
Bidder has provided One (1) Original hard-copy Bid (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation	✓		
Bidder has provided the number of one (1) hard copy of their bid (marked "COPY"), as referenced in Section I (page 3)	✓		
Bidder has confirmed that their Bid reflects all Addenda for this project completed, signed (blue ink), and included their Bid & Addenda Acknowledgment Form (all Addenda will be posted to www.palmbayflorida.org/procurement for notification and retrieval)	✓		
Bidder has completed, signed (blue ink) and included their Bid Pricing Form	✓		
Bidder has provided a list of all chemicals that may be used during the various cleaning processes, as well as their appropriate SDS sheets	✓		
Bidder has provided a list of technicians with their years of experience and equipment they are qualified to repair	✓		
Bidder shall include NELAC certification; the name and contact information of the laboratory (page 12)	✓		
If applicable, Bidder has provided a signed Conflict of Interest statement			✓
If applicable, Bidder has provided their Corporate Resolution (indicating signature authority)			✓
Bidder completed and included their Reference Form	✓		
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement	✓		
Bidder has included a copy of business tax receipt (occupational license)	✓		
Bidder has read, understood and submitted all required documentation for bid evaluation.	✓		

Authorized Signature

Printed Name (typed or printed)

Company Name

Date

Introduction & Instructions to Bidders

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Bids for "Well Repair, Maintenance and Rehabilitation Services."

BID DUE DATE & TIME: TUESDAY, 6/28/22 AT 5:00 P.M. Bid packages shall be mailed or hand-delivered to the Information Desk located at CITY HALL, 120 Malabar Road SE, Building A, Palm Bay, Florida 32907. Bids are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The City's time/date stamp will be the official authority for determining late Bids.

NOTE: Bids will not be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 6/29/2022. **Only the NAME of the firms who submitted a response to this Invitation for Bid will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907. **Interested parties may attend telephonically by calling:**

Phone Number: 347-378-4680

Conference ID: 944 796 654#

Telephone attendance is strongly encouraged in lieu of in-person attendance. The public record of the preliminary bid results as read at the public opening can also be requested by calling 321-952-3424 or emailing procurement@pbfl.org. To attend in person, interested parties should check in at the Information Desk in Building A to be escorted to this meeting.

All Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, "IFB No. **40-0-2022/SM Well Repair, Maintenance and Rehabilitation Services.**" Bidder's name and return address should be clearly identified on the outside of the package.

Bidder shall submit two (2) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the Bid complete with all supporting documentation.
- One (1) hard copy (marked "COPY").

Bids submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids, which do not comply with these requirements, may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with all addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addenda are available online at the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>.

Bids not submitted on the enclosed Bid Form may be rejected, unless stated otherwise in the Bid documents. If a Bidder wishes not to submit a Bid, complete and return the "NO BID RESPONSE" on Page 1.

For information concerning procedure for responding to this Invitation for Bid (IFB), contact **SHELSEA MARTIN, PROCUREMENT AGENT I**; Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Bid procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: **SHELSEA MARTIN, PROCUREMENT AGENT I**; Procurement Department. Questions may also be sent via e-mail at Shelsea.Martin@pbfl.org. Questions received less than seven (7) calendar days prior to Bid due date will not be answered. Bidder is responsible for verifying questions were received by the Procurement contact. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their Bids.

SECTION III**Bid & Addenda Acknowledgement Form – Sheet 1 of 4****IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES**

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a) She/He is an officer of the organization.
- b) She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c) She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d) This bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
- e) If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum #: _____ Dated: _____ Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____ Addendum #: _____ Dated: _____

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Authorized Signature

Printed Name & Title

Date

Company

Telephone Number

Email address

James Murray
James Murray, President
6-23-22

Agaster Maintenance & Performance Systems
(501) 494-2844
amps_jp@gmail.com

4. The costs associated with all Safety and Environmental efforts by the contractor shall be included in the line items on the pricing table.

WARRANTY

1. Contractor shall warranty replaced parts for a period of one year from installation.
2. Contractor shall warranty repairs against defects in materials and/or workmanship for a period of one year from installation.
3. Warranty repairs shall be sent to manufacturer's authorized repair facility when applicable.
4. The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Palm Bay.

REPAIR RATES

1. Contractor shall be responsible for providing regular and emergency repairs as needed.
2. Contractor shall provide a regular and emergency repair rate per pricing table items.
3. Rates paid under this contract shall only be for productive repairs and must be clearly identified on each quote.
4. Contractor shall provide a percentage markup on dealer's cost for parts.
5. No charge will be allowed for providing quotes.
6. For all repairs, the City reserves the right to utilize the City's established procurement policy and shall have the option to solicit additional quotes for repair and/or new equipment if quotes submitted by Contractor appear non-competitive or higher than industry's prevailing prices.
7. The rates in the pricing table shall include, but not be limited to, labor, restoration, clean-up costs, sampling testing, incidentals, mileage and any other costs associated with the work unless the specific line item states differently. All ancillary items, including, but not limited to mobilization/demobilization, cleanup, sampling and testing; and, welding shall be included in the line item cost.
8. Hourly rates will be charged from the time the technician arrives at the City facility to the time the technician leaves the City facility. Travel time and mileage will not be billable.
9. Materials shall be furnished by the Contractor on a cost plus markup calculated as a percentage rate. Materials provided by the Contractor shall be billed to the City on the actual prices paid by the Contractor for materials plus the percentage mark-up. Copies of invoices for materials received by the Contractor will be submitted with each invoice.
10. The Contractor shall provide a price to ensure that the project is complete and fully functional to include a complete set of as-builts, manuals, and training for new equipment so that City Staff are capable of operating and maintaining the equipment.

GENERAL

The Successful Bidder will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this IFB, will include the entire effort required of the bidder to provide the service described.

Bid Pricing Form – Sheet 2 of 4
IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES

Contractors must bid on all items. This will be awarded 'all or none'.

Provide a price for each line item listed below (Line Item Table). Transfer line items prices to scenario of Service listed on page 20. The scenario total will be used to compare one bid to another for award purposes only and does not represent a guarantee of future work.

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7:00 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7:00 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7:00 am) & Holidays
1	Well Drill	Per foot	\$ 50 ^u	\$ 55 ^u	\$ 75 ^u
2	Well Service Rig	Per hour	\$ 190 ^u	\$ 200 ^u	\$ 225 ^u
3	Pump Service Rig	Per hour	\$ 150 ^u	\$ 165 ^u	\$ 180 ^u
4	Cement work or demolition	Per hour	\$ 85 ^u	\$ 95 ^u	\$ 125 ^u
5	On Site Welding Unit	Per hour	\$ 160 ^u	\$ 170 ^u	\$ 195 ^u
6	Machine Shop Welding	Per hour	\$ 90 ^u	\$ 100 ^u	\$ 115 ^u
7	Pump/Well technician	Per hour	\$ 105 ^u	\$ 115 ^u	\$ 130 ^u
8	Chemical Treatment	Per hour	\$ 100 ^u	\$ 100 ^u	\$ 125 ^u
9	Well abandonment	Per hour	\$ 150 ^u	\$ 160 ^u	\$ 175 ^u
10	Specific Capacity test, before and after rehabilitation	Per hour	\$ 50 ^u	\$ 50 ^u	\$ 75 ^u
11	Well Development and Redevelopment	Per hour	\$ 225 ^u	\$ 225 ^u	\$ 265 ^u
12	Chemical disinfection of well after rehabilitation	Per hour	\$ 425 ^u	\$ 425 ^u	\$ 525 ^u
13	Pump Motor Retrieval	Per hour	\$ 165 ^u	\$ 165 ^u	\$ 195 ^u
14	Miscellaneous work as needed, normal business hours	Per hour	\$ 150 ^u	\$ 150 ^u	\$ 175 ^u

Authorized Signature

James Murray, President

Printed Name & Title

Company

Aquifer Maintenance + Performance Systems

Date

6/23/22

Bid Pricing Form – Sheet 3 of 4
IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7:00 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7:00 am Monday – Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7:00 am) & Holidays
15	Miscellaneous work as needed, non-normal business hours	Per hour	\$ 225 ⁰⁰	\$ 225 ⁰⁰	\$ 275 ⁰⁰
16	Flow Meter Maintenance and Calibration	Per hour	\$ 125 ⁰⁰	\$ 135 ⁰⁰	\$ 165 ⁰⁰
17	Deep well Pump Maintenance	Per hour	\$ 150 ⁰⁰	\$ 160 ⁰⁰	\$ 195 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	\$ 105 ⁰⁰	\$ 115 ⁰⁰	\$ 130 ⁰⁰
19	Raw water disposal	Per hour	\$ 125 ⁰⁰	\$ 125 ⁰⁰	\$ 150 ⁰⁰
20	Airlift well	Per hour	\$ 225 ⁰⁰	\$ 225 ⁰⁰	\$ 265 ⁰⁰
21	Pump test	Per hour	\$ 260 ⁰⁰	\$ 280 ⁰⁰	\$ 295 ⁰⁰
22	Swabbing	Per hour	\$ 175 ⁰⁰	\$ 175 ⁰⁰	\$ 205 ⁰⁰
23	Reports (other than weekly status reports)	Per report	\$ 1600 ⁰⁰	\$ 1600 ⁰⁰	\$ 1800 ⁰⁰
24	Water Storage Tank Residual Cleaning	Per tank	\$ 8500 ⁰⁰	\$ 8500 ⁰⁰	\$ 9500 ⁰⁰
25	Down hole video surveys	Per video	\$ 400 ⁰⁰	\$ 450 ⁰⁰	\$ 575 ⁰⁰
26	360 Degree Video	Per video	\$ 1500 ⁰⁰	\$ 1650 ⁰⁰	\$ 1750 ⁰⁰
27	Mobilize, demobilize & cleanup	Per well	\$ 650 ⁰⁰	\$ 700 ⁰⁰	\$ 900 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰	\$ 2300 ⁰⁰
29	Well Acidification/EPA	Per well	\$ 300 ⁰⁰	\$ 300 ⁰⁰	\$ 3900 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	\$ 395 ⁰⁰	\$ 395 ⁰⁰	\$ 450 ⁰⁰
31	Percent Markup for Parts supplied & installed	%	15		

Authorized Signature

James Murphy
 Printed Name & Title

Company Name

Date

AgriStar Maintenance + Performance Systems, Inc.
 6/23/22

Bid Pricing Form – Sheet 4 of 4
IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES

SCENARIO OF SERVICES – pricing requested for ITB comparison only (see pages 18 – 19)

Transfer line items prices, using the pricing in **Business Hours Price** column to Scenario of Services on the following table. The scenario total will be used to compare bids for award purposes only and does not represent a guarantee of annual work.

Item #	Description	Unit	Est Qty 'a'	Price from Line Item Table 'b'	Total Price – Scenarios of Services 'a' x 'b'
7	Pump/Well technician	Per hour	18	\$ 105 ⁰⁰	\$ 1890 ⁰⁰
8	Chemical Treatment	Per hour	10	\$ 100 ⁰⁰	\$ 1000 ⁰⁰
10	Specific Capacity test, before and after rehabilitation	Per hour	7	\$ 50 ⁰⁰	\$ 350 ⁰⁰
11	Well Development and Redevelopment	Per hour	19	\$ 225 ⁰⁰	\$ 4275 ⁰⁰
12	Chemical disinfection of well after rehabilitation	Per hour	6	\$ 425 ⁰⁰	\$ 2550 ⁰⁰
14	Miscellaneous work as needed, normal business hours	Per hour	55	\$ 150 ⁰⁰	\$ 8250 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	56	\$ 105 ⁰⁰	\$ 5880 ⁰⁰
20	Airlift well	Per hour	23	\$ 225 ⁰⁰	\$ 5175 ⁰⁰
21	Pump test	Per hour	5	\$ 260 ⁰⁰	\$ 1300 ⁰⁰
25	Down hole video surveys	Per video	2	\$ 400 ⁰⁰	\$ 800 ⁰⁰
27	Mobilize, demobilize & cleaner	Per well	15	\$ 650 ⁰⁰	\$ 9750 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	10	\$ 2000 ⁰⁰	\$ 20000 ⁰⁰
29	Well Acidification/EPA	Per well	3	\$ 3000 ⁰⁰	\$ 9000 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	134	\$ 395 ⁰⁰	\$ 52930 ⁰⁰
GRAND TOTAL – SCENARIO OF SERVICES					\$ 123,150 ⁰⁰

Authorized Signature

Printed Name & Title

Company Name

Date

Arquiter Maintenance + Performance Systems, Inc.

6/23/22

References

Bidder shall provide a minimum of three references, for which they are currently providing this type of service within the State of Florida. The City of Palm Bay is not to be included as a reference.

1. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____ End date _____

Contract Value \$ _____

Description of work provided on this contract _____

2. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____ End date _____

Contract Value \$ _____

Description of work provided on this contract _____

3. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____ End date _____

Contract Value \$ _____

Description of work provided on this contract _____

AMPS, INC. REFERENCES

Port St. Lucie \$50,000 900 SE Ogden Lane Port St. Lucie, FL 34983 Attn: Dan Burdett Phone (7752) 873-6474 Email: dburdett@cityofpsl.com Well inspections, Rehabs & Wellfield maintenance March 2022-Present	City of Boynton Beach \$250,000 100 East Boynton Beach Blvd. Boynton Beach, FL 33425 Attn: David Roland Phone (561) 752-6499 email: rolandd@bbfl.us Well reconstruction, rehabilitations, meter calibrations/repairs; pump/motor sales & service, fabrication, abandonments 2000-Present
City of Palm Bay \$150,000 1105 Troutman Blvd. N.E. Palm Bay, FL Attn: Bickram Ramjit Phone (321) 426-5172 Email: bickram.ramjit@palm-bayflorida.org Wellfield maintenance & monitoring; Well reconstruction, rehabs, fabrication, Pump/motor sales & service, Abandonments, tank inspections & repairs 1996-Present	City of Hallandale Beach \$50,000 400 S. Federal Highway Hallandale Beach, FL Attn: Charles Casimir Phone: (786) 284-2222 Email: ccasimir@hallandalebeachfl.gov Well rehabilitations & maintenance 2018 - Present
City of Boca Raton \$150,000 1401 Glades Road Boca Raton, FL 33432 Attn: Ramy Maharaj Phone (561) 338-7316 Email: rmaharaj@ci.boca-raton.fl.us Wellfield maintenance, reconstruction, Rehabs, fabrication, abandonments, Meter calibrations/repairs, pumps/motor Sales & service, fabrication services 1996 - Present	Town of Highland Beach \$300,000 3616 South Ocean Blvd. Highland Beach, FL 33487 Attn: Pat Roman Phone: (561) 243-2084 Email: proman@highlandbeach.us Well rehabilitations, maintenance pump/motor sales/service, fabrication services 2018 - Present
Fort Pierce Utility Authority \$200,000 715 S. 25 th Street Fort Pierce, FL 34947 Attn: Keith Stephens Email: kstephens@fpua.com Well rehabilitations, abandonments, pump/motor sales/service, field services, fabrication Services 2012 - Present	

AMPS, INC. REFERENCES

City of Vero Beach \$250,000 PO Box 1389 Vero Beach, FL 32961 Attn: Will Taube Email: wtaube@covb.org Well rehabilitations, abandonments, Field services, wellfield maintenance Pump/motor sales/service, fabrication Services 1999 - Present	Seminole Tribe \$100,00 6300 Stirling Road Hollywood, FL 33024 Attn: Ryan Bissoondial Email: ryanbissoondial@semtribe.com Well rehabilitations, field services, Pump/motor sales/service, fabrication services 2006 – Present
Palm Beach County \$1,500,000 50 S. Military Trail Suite 110 West Palm Beach, FL 33415 Attn: Diana Rivera Phone (561) 493-6117 Email: drivera@pbwater.com Wellfield maintenance & monitoring, Well reconstruction, rehabs, fabrication, Pump repairs 1997 – Present	Town of Davie \$75,000 6591 Orange Drive Davie, FL 33314 Attn: Raul Sotelo Phone (954) 319-2792 Email: raul_sotelo@davie-fl.gov Well rehabs, well installation, abandonments,pump sales & service 1996 – As needed
City of Delray Beach \$ 250,000 100 NW 1 st Avenue Delray Beach, FL 33444 ATTN: Juan Guevarez Phone (561) 243-7305 Email: guevarezj@mydelraybeach.com Well reconstruction, rehabs, fabrication, surface modifications,pump/motor sales & service, wellfield maintenance	City of Hollywood \$ 75,000 2600 Hollywood Blvd Hollywood, FL 33022 Attn: Luis Montoya Phone: (954) 967-4230 Email: lmontoya@hollywoodfl.org Wellhead elevation including custom fabrication, rehabilitations pump/motor sales/service
Coral Spring Improvement District 10300 NW 11 th Manor \$50,000 Coral Springs, FL 33071 ATTN: Christian McShea Phone (954) 752 1797 Email: christianm@csidfl.org Wellfield maintenance & monitoring; Field services, fabrication,pump/motor Sales/Service	City of Sunrise \$200,000 10770 West Oakland Park Blvd. Sunrise, FL 33351 Attn: Jose Alvarez Phone: (954) 572-2424 Email: jalvarez2@sunrisefl.gov Wellfield maintenance & monitoring, rehabs well installation, abandonments,fabrication, pump/motor sales & service

****AMPS is the prime contractor on all above contracts**



AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.

7146 Haverhill Road N. • West Palm Beach, FL 33407 • 561-494-2844

**City of Palm Bay
Bid IFB No: 40-0-2022/SM
List of Chemicals**

- 1) Hydrochloric Acid
- 2) Sulfamic Acid
- 3) Sodium Carbonate, Anhydrous
- 4) Calcium Hypochlorite
- 5) Sodium Thiosulfate

FOR YOUR TOTAL PUMP AND WELL FIELD NEEDS

Safety Data Sheet

Hydrochloric Acid

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Hydrochloric Acid (All grades)

Synonyms/Generic Names: Muriatic Acid, Muriatic Acid Inhibited.

SDS Sheet Number: 105099-08

Product Use: Industrial, Manufacturing or Laboratory use

Manufacturer: Harcros Chemicals Inc.
5200 Speaker Road
Kansas City, Kansas, 66101-1095

For More Information Call: 913-321-3131

In Case of Emergency Call: CHEMTREC - 800-424-9300 or 703-527-3887 (24 Hours/Day, 7 Days/Week)

2. HAZARDS IDENTIFICATION

OSHA Hazards: Toxic by inhalation, Harmful by ingestion, Corrosive

Target Organs: None

Signal Words: Danger

Pictograms:



GHS Classification:

Acute toxicity, Oral	Category 5
Acute toxicity, Inhalation	Category 3
Skin corrosion	Category 1B
Serious eye damage	Category 1
Specific target organ toxicity-single exposure	Category 3

GHS Label Elements, including precautionary statements:

Hazard Statements:

H303	May be harmful if swallowed.
H314	Causes severe skin burns and eye damage.
H331	Toxic if inhaled.
H335	May cause respiratory irritation.

Precautionary Statements:

P261	Avoid breathing dust/fume/gas/mist/vapors/spray.
P280	Wear protective gloves/protective clothing/eye protection/face protection.
P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
P310	Immediately call a POISON CENTER or doctor/physician.

Potential Health Effects

Eyes	Causes eye burns.
Inhalation	Toxic if inhaled. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.
Skin	Harmful if absorbed through skin. Causes skin burns.
Ingestion	Harmful if swallowed.

NFPA Ratings

Health	3
Flammability	0
Reactivity	1
Specific hazard	Not Available

HMIS Ratings

Health	3
Fire	0
Reactivity	1
Personal	J

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	Weight %	CAS #	EINECS# / ELINCS#	Formula	Molecular Weight
Hydrochloric Acid	10-38	7647-01-0	231-595-7	HCl	36.46 g/mol
Water	Balance	7732-18-5	231-791-2	H ₂ O	18.00 g/mol

4. FIRST-AID MEASURES

Eyes	In case of eye contact, rinse with plenty of water and seek medical attention immediately.
Inhalation	Move casualty to fresh air and keep at rest. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Get medical attention immediately.
Skin	Immediately flush with plenty of water for at least 15 minutes while removing contaminated clothing and wash using soap. Get medical attention immediately.
Ingestion	Do Not Induce Vomiting! Never give anything by mouth to an unconscious person. If conscious, wash out mouth with water. Get medical attention immediately.

5. FIRE-FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media	Product is not flammable. Use appropriate media for adjacent fire. Cool containers with water.
Special protective equipment and precautions for firefighters	Wear self-contained, approved breathing apparatus and full protective clothing, including eye protection and boots.
Specific hazards arising from the chemical	Emits toxic (hydrogen chloride gas) fumes under fire conditions. (See also Stability and Reactivity section).

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	See section 8 for recommendations on the use of personal protective equipment.
Environmental precautions	Prevent spillage from entering drains. Any release to the environment may be subject to federal/national or local reporting requirements.
Methods and materials for containment and cleaning up	Neutralize spill with sodium bicarbonate or lime. Absorb spill with noncombustible absorbent material, then place in a suitable container for disposal. Clean surfaces thoroughly with water to remove residual contamination. Dispose of all waste and cleanup materials in accordance with regulations.

7. HANDLING AND STORAGE

Precautions for safe handling

See section 8 for recommendations on the use of personal protective equipment. Use with adequate ventilation. Wash thoroughly after using. Keep container closed when not in use. Avoid formation of aerosols.

Conditions for safe storage, including any incompatibilities

Store in cool, dry well ventilated area. Keep away from incompatible materials (see section 10 for incompatibilities).

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Occupational exposure controls:

Component	Exposure Limits	Basis	Entity
Hydrogen Chloride	2 ppm 2.98 mg/m ³	CEIL	ACGIH
	5 ppm 7 mg/m ³	CEIL	OSHA
	5 ppm 7 mg/m ³	CEIL	NIOSH
	50 ppm	IDLH	OSHA

TWA: Time Weighted Average over 8 hours of work.

TLV: Threshold Limit Value over 8 hours of work.

REL: Recommended Exposure Limit

PEL: Permissible Exposure Limit

STEL: Short Term Exposure Limit during x minutes.

IDLH: Immediately Dangerous to Life or Health

WEEL: Workplace Environmental Exposure Levels

CEIL: Ceiling

Personal Protection

Eyes	Wear chemical safety glasses or goggles.
Inhalation	Provide local exhaust, preferably mechanical. If exposure levels are excessive, use an approved respirator.
Skin	Wear nitrile or rubber gloves, apron or lab coat.
Other	Not Available

Other Recommendations

Provide eyewash stations, quick-drench showers and washing facilities accessible to areas of use and handling.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance (physical state, color, etc.)	Light yellow liquid.
Odor	Strong, pungent odor.
Odor threshold	0.25-10 ppm
pH	Acidic.
Melting point/freezing point	-30°C (-22°F)
Initial boiling point and boiling range	50.5°C (122.9°F)
Flash point	Not Flammable
Evaporation rate	Not Available
Flammability (solid, gas)	Not Flammable
Upper/lower flammability or explosive limit	Not Explosive
Vapor pressure	227 hPa (170 mmHg) at 21.1°C (70°F) 547 hPa (410 mmHg) at 37.7°C (99.9°F)
Vapor density	1.267 (air=1)
Density	1.19 g/cm ³
Solubility (ies)	Soluble in water, diethyl ether.
Partition coefficient: n-octanol/water	Not Available
Auto-ignition temperature	Not Available
Decomposition temperature	Not Available

10. STABILITY AND REACTIVITY

Chemical Stability	Stable
Possibility of Hazardous Reactions	Will not occur.
Conditions to Avoid	Not Available
Incompatible Materials	Metals, oxidizing agents, organic materials, alkalis, water.
Hazardous Decomposition Products	Hydrogen chloride gas.

11. TOXICOLOGICAL INFORMATION

Acute Toxicity

Skin	Not Available
Eyes	Not Available
Respiratory	Not Available
Ingestion	LD50 – Rabbit – 900 mg/kg

Carcinogenicity

IARC	3: Not classifiable as to its carcinogenicity to humans
ACGIH	A4: Not classifiable as a human carcinogen.
NTP	No components of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.
OSHA	No components of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

Signs & Symptoms of Exposure

Skin	Irritation and burns.
Eyes	Severe eye irritation, conjunctivitis, burns, corneal necrosis.
Respiratory	Irritation, pain, inflammation of upper respiratory tract and mucous membranes, coughing, sneezing, choking.
Ingestion	Irritation, burning, ulceration, fever, vomiting, nausea, diarrhea, thirst, difficulty swallowing, salivation.

Chronic Toxicity	May damage organs.
Teratogenicity	Not Available
Mutagenicity	May alter genetic material.
Embryotoxicity	Not Available
Specific Target Organ Toxicity	Kidneys, liver, mucous membranes, upper respiratory tract, skin, eyes, circulatory system, teeth.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Aquatic Vertebrate	LC50 – <i>Gambusia affinis</i> – 282 mg/L – 96h
Aquatic Invertebrate	Not Available
Terrestrial	Not Available

Persistence and Degradability	Not Available
Bioaccumulative Potential	Not Available
Mobility in Soil	Not Available
PBT and vPvB Assessment	Not Available
Other Adverse Effects	Not Available

13. DISPOSAL CONSIDERATIONS

Waste Residues	Users should review their operations in terms of the applicable federal/national or local regulations and consult with appropriate regulatory agencies if necessary before disposing of waste product container.
Product Containers	Users should review their operations in terms of the applicable federal/national or local regulations and consult with appropriate regulatory agencies if necessary before disposing of waste product container.

The information offered in section 13 is for the product as shipped. Use and/or alterations to the product may significantly change the characteristics of the material and alter the waste classification and proper disposal methods.

14. TRANSPORTATION INFORMATION

US DOT	UN1789, Hydrochloric acid, 8, pg II
TDG	UN1789, HYDROCHLORIC ACID, 8, pg II
IMDG	UN1789, HYDROCHLORIC ACID, 8, pg II
Marine Pollutant	No
IATA/ICAO	UN1789, Hydrochloric acid, 8, pg II

15. REGULATORY INFORMATION

TSCA Inventory Status	All ingredients are listed on the TSCA inventory.
DSCL (EEC)	All ingredients are listed on the DSCL inventory.
California Proposition 65	Not Listed
SARA 302	Not Listed
SARA 304	Not Listed
SARA 311	Hydrochloric Acid
SARA 312	Hydrochloric Acid
SARA 313	Listed: Hydrochloric Acid
WHMIS Canada	Class D-2A: Material causing other toxic effects (VERY TOXIC). Class E: Corrosive material.

16. OTHER INFORMATION

Revision	Date
Revision 1	12/04/2012

Disclaimer: Harcros Chemical Inc., believes that the information herein is factual but is not intended to be all inclusive. The information relates only to the specific material designated and does not relate to its use in combination with other materials or its use as to any particular process. Because safety standards and regulations are subject to change and because Harcros has no continuing control over the material, those handling, storing or using the material should satisfy themselves that they have current information regarding the particular way the material is handled, stored or used and that the same is done in accordance with federal, state and local law. Harcros Chemicals Inc., MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES WITH RESPECT TO THE COMPLETENESS OR CONTINUING ACCURACY OF THE INFORMATION CONTAINED HEREIN OR WITH RESPECT TO FITNESS FOR ANY PARTICULAR USE.

1. Identification

Other means of identification None known.

Product identifier **SULFAMIC ACID 99.8% CRY GSO**

Other means of identification

CAS number 5329-14-6

Recommended use ALL PROPER AND LEGAL PURPOSES

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Mid-South, Inc.

Address 1405 Highway 136, West
Henderson, KY 42420

Telephone 270-830-1222

E-mail Not available.

Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage.

Precautionary statement

Prevention Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

Storage Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information 100% of the substance consists of component(s) of unknown acute oral toxicity. 100% of the substance consists of component(s) of unknown acute dermal toxicity.

3. Composition/information on ingredients
Substances

Chemical name	Common name and synonyms	CAS number	%
Sulphamidic acid		5329-14-6	100

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Foam. Powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Should not be released into the environment. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Prevent further leakage or spillage if safe to do so. Do not contaminate water. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not get in eyes, on skin, or on clothing. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.
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Individual protection measures, such as personal protective equipment

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

Eye/face protection	Wear safety glasses with side shields (or goggles) and a face shield.
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Skin protection

Hand protection	Wear appropriate chemical resistant gloves.
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Other	Wear appropriate chemical resistant clothing.
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Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment.
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Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
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General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.
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9. Physical and chemical properties

Appearance

Physical state	Solid.
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Form	Solid.
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Color	WHITE
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Odor	ODORLESS
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Odor threshold	Not available.
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pH	0.4 - 2.1N, pH=0.41; 0.75N, pH=0.5; 0.5N, pH=0.63; 0.25N, pH=0.87; 0.1N, pH=1.18; 0.05N, pH=1.41; 0.01N, pH=2.02
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Melting point/freezing point	401 °F (205 °C)
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Initial boiling point and boiling range	Not available.
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Flash point	Not available.
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Evaporation rate	Not available.
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Flammability (solid, gas)	Not available.
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Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
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Flammability limit - upper (%)	Not available.
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Explosive limit - lower (%)	Not available.
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Explosive limit - upper (%)	Not available.
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Vapor pressure	Not available.
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Vapor density	Not available.
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Relative density	Not available.
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Solubility(ies)

Solubility (water)	Not available.
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Partition coefficient (n-octanol/water)	Not available.
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Auto-ignition temperature	Not available.
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Decomposition temperature	Not available.
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Viscosity	Not available.
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Other information

Density	1.00 lbs/gal 0.12 g/ml
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Explosive properties	Not explosive.
Molecular formula	H3-N-O3-S
Molecular weight	97.1 g/mol
Oxidizing properties	Not oxidizing.
Specific gravity	0.12

10. Stability and reactivity

Reactivity	Reacts violently with strong alkaline substances. This product may react with reducing agents.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials. Do not mix with other chemicals.
Incompatible materials	Bases. Reducing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
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Information on toxicological effects

Acute toxicity	Not known.
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization	Due to partial or complete lack of data the classification is not possible.
Skin sensitization	Due to partial or complete lack of data the classification is not possible.

Germ cell mutagenicity	Due to partial or complete lack of data the classification is not possible.
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Carcinogenicity	Due to partial or complete lack of data the classification is not possible.
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IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	Due to partial or complete lack of data the classification is not possible.
Specific target organ toxicity - single exposure	Due to partial or complete lack of data the classification is not possible.
Specific target organ toxicity - repeated exposure	Due to partial or complete lack of data the classification is not possible.
Aspiration hazard	Due to partial or complete lack of data the classification is not possible.

12. Ecological information

Ecotoxicity	Because of the low pH of this product, it would be expected to produce significant ecotoxicity upon exposure to aquatic organisms and aquatic systems.
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Product	Species	Test Results
Sulphamic acid (CAS 5329-14-6)		
Aquatic		
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>) 14.2 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Do not allow this material to drain into sewers/water supplies. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D002: Waste Corrosive material [pH <=2 or >=12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN2967
UN proper shipping name	SULFAMIC ACID
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	154
Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.	

IATA

UN number	UN2967
UN proper shipping name	SULFAMIC ACID
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	154
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN2967
UN proper shipping name	SULPHAMIC ACID
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

DOT



IATA; IMDG



15. Regulatory information

US federal regulations

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

Toxic Substances Control Act (TSCA)

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

Yes

Classified hazard categories

Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

Food and Drug Administration (FDA)

Total food additive
Indirect food additive
GRAS food additive

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date	01-13-2017
Revision date	07-27-2021
Version #	04
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 0
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

SAFETY DATA SHEET
Sodium Carbonate, Anhydrous

SDS #: 497-19-8
Revision date: 2015-03-30
Format: NA
Version 5

TRONOX

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name Sodium Carbonate, Anhydrous

Other means of identification

Product Code(s) 497-19-8

Synonyms Sodium carbonate; Carbonic acid, disodium salt; Disodium carbonate

Chemical Family Alkali salt

Recommended use of the chemical and restrictions on use

Recommended Use: Glass manufacture , Personal care, Detergent, Water treatment chemical, Chemical processing

Restrictions on Use: See section 16 for more information

Manufacturer Address

Tronox Alkali Wyoming Corporation
1735 Market Street
Philadelphia, PA 19103
Tel: +1 877-362-2248 or +1 215-299-6904
www.tronox.com

Emergency telephone number

1 307 / 872 2452 (Plant - Green River, WY)
1 303/ 389-1409 (Medical - U.S. - Call Collect)

For leak, fire, spill or accident emergencies, call:
1 800 / 424 9300 (CHEMTREC - U.S.A.)
1 703 / 527 3887 (CHEMTREC - Collect - All Other Countries)

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Serious eye damage/eye irritation

Category 2

GHS Label elements, including precautionary statements**EMERGENCY OVERVIEW****Warning****Hazard Statements**

H319 - Causes serious eye irritation

**Precautionary Statements - Prevention**

P264 - Wash face, hands and any exposed skin thoroughly after handling

P280 - Wear eye protection/ face protection

Precautionary Statements - Response

P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

P337 + P313 - If eye irritation persists: Get medical advice/ attention

Hazards not otherwise classified (HNOC)

No hazards not otherwise classified were identified.

Other Information

May be harmful if swallowed.

3. COMPOSITION/INFORMATION ON INGREDIENTS**Chemical Family**
FormulaAlkali salt.
 Na_2CO_3

Chemical name	CAS-No	Weight %
Sodium carbonate	497-19-8	100

Synonyms are provided in Section 1.

4. FIRST AID MEASURES**Eye Contact**

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. If symptoms persist, call a physician.

Skin Contact

Wash off with warm water and soap. Get medical attention if irritation develops and persists. Remove and wash contaminated clothing before re-use.

Inhalation

Remove person to fresh air. If signs/symptoms continue, get medical attention.

Ingestion	Never give anything by mouth to an unconscious person Get medical attention if symptoms occur
Most important symptoms and effects, both acute and delayed	Causes serious eye damage / eye irritation.
Indication of immediate medical attention and special treatment needed, if necessary	Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media	Use extinguishing agent suitable for type of surrounding fire.
Specific Hazards Arising from the Chemical	Non-combustible, substance itself does not burn but may decompose upon heating to produce corrosive and/or toxic fumes
Hazardous Combustion Products	Fumes of sodium oxide. Carbon oxides (COx).
<u>Explosion data</u>	
Sensitivity to Mechanical Impact	Not sensitive.
Sensitivity to Static Discharge	Not sensitive.
Protective equipment and precautions for firefighters	As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions	Avoid dust formation. Sweep up to prevent slipping hazard.
Other	For further clean-up instructions, call Emergency Hotline number listed in Section 1 "Product and Company Identification" above.
Environmental Precautions	Do not flush into surface water or sanitary sewer system.
Methods for Containment	Prevent large quantities of this product from contacting vegetation or waterways. Cover with plastic sheet to prevent spreading. Pick up and transfer to properly labeled containers. Keep in suitable and closed containers for disposal.
Methods for cleaning up	Pick up and transfer to properly labeled containers. Keep in suitable and closed containers for disposal. Dispose of waste as indicated in Section 13.

7. HANDLING AND STORAGE

Handling	Use air conveying/mechanical systems for bulk transfer to storage. Provide appropriate exhaust ventilation at places where dust is formed. In case of insufficient ventilation, wear suitable respiratory equipment if release of airborne dust is expected.
Storage	Store in original container. Keep in properly labeled containers. Keep container tightly closed.
Incompatible products	Aluminium. Powdered aluminum. Acids

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies Local nuisance dust standards apply

Appropriate engineering controls

Engineering measures Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction.

Individual protection measures, such as personal protective equipment

Eye/Face Protection Tightly fitting safety goggles.

Skin and Body Protection Wear suitable protective clothing. Protective shoes or boots.

Hand Protection Nitrile rubber, Neoprene gloves

Respiratory Protection In case of inadequate ventilation wear respiratory protection.

Hygiene measures Handle in accordance with good industrial hygiene and safety practice.

General information These recommendations apply to the product as supplied

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Appearance	Granules
Physical State	Solid
Color	White
Odor	odorless
Odor threshold	Not applicable
pH	11.4 (1% solution in water)
Melting point/freezing point	851 °C
Boiling Point/Range	No information available
Flash point	Not applicable
Evaporation Rate	No information available
Flammability (solid, gas)	Non-combustible, substance itself does not burn but may decompose upon heating to produce corrosive and/or toxic fumes
Flammability Limit in Air	
Upper flammability limit:	No information available
Lower flammability limit:	No information available
Vapor pressure	No information available
Vapor density	No information available
Density	No information available
Specific gravity	2.52
Water solubility	212.5 g/L @ 20 °C
Solubility in other solvents	No information available
Partition coefficient	No information available
Autoignition temperature	No information available
Decomposition temperature	400 °C
Viscosity, kinematic	No information available
Viscosity, dynamic	No information available
Explosive properties	Not explosive
Oxidizing properties	Non-oxidizing
Molecular weight	105.99
Bulk density	0.86 - 1.12 g/cm ³ (Dense grades) 0.70 - 0.90 g/cm ³ (Light Grades)
K_{st}	0 bar m/s

10. STABILITY AND REACTIVITY

Reactivity None under normal use conditions.

Chemical Stability Stable. Decomposes by reaction with strong acid.

Sodium Carbonate, Anhydrous

SDS #: 497-19-8
Revision date: 2015-03-30
Version 5

Possibility of Hazardous Reactions None under normal processing.

Hazardous polymerization Hazardous polymerization does not occur.

Conditions to avoid Exposure to air or moisture over prolonged periods.

Incompatible materials Aluminium. Powdered aluminum. Acids.

Hazardous Decomposition Products Sodium oxides. Carbon oxides (COx).

11. TOXICOLOGICAL INFORMATION

Product Information

LD50 Oral 2,800 mg/kg (rat)
LD50 Dermal > 2,000 mg/kg (rabbit)
LC50 Inhalation 2.3 mg/L (rat)

Eye Contact Irritating to eyes.
Skin Contact Non-irritating
Sensitization Patch test on human volunteers did not demonstrate sensitization properties.

Information on toxicological effects

Symptoms No information available.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Chronic toxicity No known effect.
Mutagenicity No information available
Carcinogenicity Not recognized as carcinogenic by Research Agencies (IARC, NTP, OSHA, ACGIH).
Reproductive toxicity No information available.
STOT - single exposure No information available.
STOT - repeated exposure No information available.
Aspiration hazard No information available.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Sodium carbonate (497-19-8)

Active Ingredient(s)	Duration	Species	Value	Units
Sodium Carbonate	96 h LC50	Bluegill sunfish	300	mg/L
Sodium Carbonate	48 h EC50	Ceriodaphnia	200-227	mg/L

Persistence and degradability Biodegradability does not pertain to inorganic substances.

Bioaccumulation Does not bioaccumulate.

Mobility Dissociates into ions.

Other Adverse Effects None known.

13. DISPOSAL CONSIDERATIONS

Sodium Carbonate, Anhydrous

SDS #: 497-19-8
Revision date: 2015-03-30
Version 5

Waste disposal methods This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). Dispose of in accordance with local regulations.

Contaminated Packaging Dispose of in accordance with local regulations.

14. TRANSPORT INFORMATION

DOT NOT REGULATED

TDG NOT REGULATED
ICAO/IATA NOT REGULATED
IMDG/IMO NOT REGULATED

15. REGULATORY INFORMATION

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

SARA 311/312 Hazard Categories

Acute health hazard	Yes
Chronic health hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

Clean Water Act

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

This product does not contain any substances regulated by state right-to-know regulations

International Inventories

Component	TSCA (United States)	DSL (Canada)	EINECS/ELI NCS (Europe)	ENCS (Japan)	China (IECSC)	KECL (Korea)	PICCS (Philippines)	AICS (Australia)
Sodium carbonate 497-19-8 (100)	X	X	X	X	X	X	X	X

Sodium Carbonate, Anhydrous

SDS #: 497-19-8
Revision date: 2015-03-30
Version 5

Mexico - Grade

Moderate risk, Grade 2

WHMIS Hazard Class

D2B - Toxic materials, Eye irritation
Class E : Corrosive to aluminum. Not corrosive to animal skin or carbon steel.



D2B - Toxic



E - Corrosive

16. OTHER INFORMATION

NFPA	Health Hazards 2	Flammability 0	Instability 0	Special Hazards -
HMIS	Health Hazards 2	Flammability 0	Physical hazard 0	Personal Protection X

NFPA/HMIS Ratings Legend Severe = 4; Serious = 3; Moderate = 2; Slight = 1; Minimal = 0

Product Certifications

This product meets the chemical testing specifications defined in the Food Chemicals Codex (FCC), 8th Edition.

This product is certified to NSF/ANSI Standard 60 for use in drinking water treatment at the specified maximum use limit. The MUL (maximum use level) for sodium carbonate, anhydrous is 150 mg/L under NSF/ANSI Standard 60.



OU Kosher Certification



**American Water Works
Association**

Revision date:
Revision note

2015-03-30
Minor change

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Prepared By:

Tronox Limited

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End of Safety Data Sheet



Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

- **Calcium Hypochlorite Granular**

Synonyms

- All-Clear™ ChlorRight; All-Clear™ Shock Clear; AmeriChlor Calcium Hypochlorite Granules; Assalt 73; BioGuard Burn Out 73; BioGuard CLC Classic; Ca(OCl)₂; Cal Hypo Granules; Calcium Hypochlorite; Calcium Hypochlorite Granular; Ideal Pool Products Super Shock 73; Induclor™; Induclor™ 70; Nature's Way Super Pool Shock; Pittclor 70; Pittclor®; Power Powder® Plus™; Power Powder® Pro™; Prestochlor™; Pro Team Power 73; ProGuard; Refresh Dry Chlorinating Granular; Re-Fresh®; Regal®; Repak™ + Granules; Repak™ Dry Chlorinating Granules; Super Pool Shock; Super Shock-It®; Super Shock-It® 73; Super Zappit™; Sustain® Shock Treatment; Vanguard® Plus Calcium Hypochlorite Granules; Zappit™; Zappit™ 73

1.2 Relevant identified uses of the substance or mixture and uses advised against

- Relevant identified use(s) • Industrial Application, Chlorine Disinfectant, Pool Chemicals

1.3 Details of the supplier of the safety data sheet

Manufacturer

- Axiall, LLC
1000 Abernathy Rd. NE, Suite 1200
Atlanta, GA 30328
United States
www.axiall.com
msdsinfo@axiall.com

Telephone (General) • +1 225-685-1240

Supplier

- Solucor
10 Reagens Industrial Parkway
Bradford L3Z 2A4
Canada
www.axiall.com
msdsinfo@axiall.com

Telephone (General) • 905-775-5000

1.4 Emergency telephone number

Manufacturer

- +1 304-455-6882

Supplier

- +1 304-455-6882

Section 2: Hazards Identification

EU/EEC

According to: Regulation (EC) No 1272/2008 (CLP)/REACH 1907/2006 [amended by 2015/830]

2.1 Classification of the substance or mixture

CLP

- Oxidizing Solids 2 - H272
Acute Toxicity Oral 4 - H302

Skin Corrosion 1B - H314
 Serious Eye Damage 1 - H318
 Specific Target Organ Toxicity Single Exposure 3: Respiratory Tract Irritation - H335
 Hazardous to the aquatic environment Acute 1 - H400

2.2 Label Elements

CLP

DANGER



- Hazard statements •** H272 - May intensify fire; oxidizer
 H302 - Harmful if swallowed
 H318 - Causes serious eye damage
 H314 - Causes severe skin burns and eye damage.
 H335 - May cause respiratory irritation
 H400 - Very toxic to aquatic life
- Prevention •** P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
 P220 - Keep/Store away from clothing and other combustible materials.
 P221 - Take any precaution to avoid mixing with combustibles
 P260 - Do not breathe dusts or mists.
 P261 - Avoid breathing dust, fume, gas, mist, vapours and/or spray.
 P264 - Wash thoroughly after handling.
 P270 - Do not eat, drink or smoke when using this product.
 P271 - Use only outdoors or in a well-ventilated area.
 P273 - Avoid release to the environment.
 P280 - Wear protective gloves/protective clothing/eye protection/face protection.
- Response •** P370+P378 - In case of fire: Use to extinguish.
 P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.
 P310 - Immediately call a POISON CENTER or doctor/physician.
 P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
 P321 - Specific treatment, see supplemental first aid information.
 P363 - Wash contaminated clothing before reuse.
 P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P301+P312 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician if you feel unwell.
 P330 - Rinse mouth.
 P331 - Do NOT induce vomiting.
 P391 - Collect spillage.
- Storage/Disposal •** P403+P233 - Store in a well-ventilated place. Keep container tightly closed.
 P405 - Store locked up.
 P501 - Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
- Supplemental information •** 0 - 3 percent of this product consists of an ingredient of unknown toxicity.

2.3 Other Hazards

CLP

- According to Regulation (EC) No. 1272/2008 (CLP) this material is considered hazardous.

United States (US)

According to: OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012

- Oxidizing Solids 2

Acute Toxicity Oral 4
 Skin Corrosion 1B
 Serious Eye Damage 1
 Specific Target Organ Toxicity Single Exposure 3: Respiratory Tract Irritation

2.2 Label elements

OSHA HCS 2012

DANGER



Hazard statements • May intensify fire; oxidizer
 Harmful if swallowed
 Causes severe skin burns and eye damage.
 Causes serious eye damage
 May cause respiratory irritation

Precautionary statements

Prevention • Keep away from heat.
 Keep/Store away from clothing and other combustible materials.
 Take any precaution to avoid mixing with combustibles
 Do not breathe dust.
 Wash thoroughly after handling.
 Do not eat, drink or smoke when using this product.
 Use only outdoors or in a well-ventilated area.
 Wear protective gloves/protective clothing/eye protection/face protection.

Response • In case of fire: Use to extinguish.
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
 Call a POISON CENTER/doctor/ if you feel unwell.
 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
 Wash contaminated clothing before reuse.
 Specific treatment, see supplemental first aid information.
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 Immediately call a POISON CENTER/doctor/ .
 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
 IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Storage/Disposal • Store in a well-ventilated place. Keep container tightly closed.
 Store locked up.
 Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Supplemental information • 0 - 3 percent of this product consists of an ingredient of unknown toxicity.

2.3 Other hazards

OSHA HCS 2012

- Under United States Regulations (29 CFR 1910.1200 - Hazard Communication Standard), this product is considered hazardous.

Canada

According to: WHMIS 2015

2.1 Classification of the substance or mixture

WHMIS 2015

- Oxidizing Solids 2
 Acute Toxicity Oral 4
 Skin Corrosion 1B
 Serious Eye Damage 1
 Specific Target Organ Toxicity Single Exposure 3: Respiratory Tract Irritation

2.2 Label elements

WHMIS 2015

DANGER



- Hazard statements**
- May intensify fire; oxidizer
 - Harmful if swallowed
 - Causes severe skin burns and eye damage.
 - Causes serious eye damage
 - May cause respiratory irritation

Precautionary statements

- Prevention**
- Keep away from heat, hot surfaces, sparks, open flames and other ignition sources.
 - No smoking.
 - Keep away from clothing and other combustible materials.
 - Do not breathe dust.
 - Wash thoroughly after handling.
 - Do not eat, drink or smoke when using this product.
 - Use only outdoors or in a well-ventilated area.
 - Wear protective gloves/protective clothing/eye protection/face protection.
 - Wear fire resistant or flame retardant clothing.
- Response**
- In case of fire: Use to extinguish.
 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.
 - Call a POISON CENTER/doctor/ if you feel unwell.
 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower.
 - Wash contaminated clothing before reuse.
 - Immediately call a POISON CENTER/doctor/ .
 - Specific treatment, see supplemental first aid information.
 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
 - IF SWALLOWED: Call a POISON CENTER/doctor/ if you feel unwell.
- Storage/Disposal**
- Store in a well-ventilated place. Keep container tightly closed.
 - Store locked up.
 - Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

2.3 Other hazards

WHMIS 2015

- In Canada, the product mentioned above is considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

Section 3 - Composition/Information on Ingredients

3.1 Substances

- Material does not meet the criteria of a substance.

3.2 Mixtures

Composition				
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive

Calcium hypochlorite	CAS:7778-54-3 EC Number:231-908-7 EU Index:017-012-00-7	65% TO 76%	NDA	EU CLP: Annex VI, Table 3.1: Ox. Sol. 2, H272; Acute Tox. 4 *, H302; Skin Corr. 1B, H314; Aquatic Acute 1, H400 OSHA HCS 2012: Ox. Sol. 2; Skin Corr. 1B; Eye Dam. 1; Acute Tox. 4 (Orl); STOT SE 3: Resp. Irrit. WHMIS 2015: Ox. Sol. 2; Skin Corr. 1B; Eye Dam. 1; Acute Tox. 4 (Orl); STOT SE 3: Resp. Irrit.
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	10% TO 30%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU CLP: Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2 WHMIS 2015: Eye Irrit. 2
Calcium hydroxide	CAS:1305-62-0 EC Number:215-137-3	1% TO 3%	Ingestion/Oral-Rat LD50 • 7340 mg/kg	EU CLP: Eye Dam. 1, H318; Skin Corr. 1, H314; Aquatic Chronic 3, H412 OSHA HCS 2012: Skin Corr. 1; Eye Dam. 1 WHMIS 2015: Skin Corr. 1; Eye Dam. 1
Calcium chlorate	CAS:10137-74-3 EINECS:233-378-2	0% TO 3%	NDA	EU CLP: Ox. Sol. 2, H272 OSHA HCS 2012: Ox. Sol. 2 WHMIS 2015: Ox. Sol. 2
Calcium carbonate	CAS:471-34-1 EC Number:207-439-9	1% TO 3%	Ingestion/Oral-Rat LD50 • 6450 mg/kg	EU CLP: Skin Irrit. 2, H315; Eye Irrit. 2, H319 OSHA HCS 2012: Skin Irrit. 2; Eye Irrit. 2 WHMIS 2015: Skin Irrit. 2; Eye Irrit. 2
Calcium chloride	CAS:10043-52-4 EC Number:233-140-8 EU Index:017-013-00-2	0.1%	Ingestion/Oral-Rat LD50 • 1 g/kg	EU CLP: Annex VI, Table 3.1: Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2; Acute Tox. 4 (Orl) WHMIS 2015: Eye Irrit. 2; Acute Tox. 4 (Orl)

See Section 16 for full text of H-statements.

Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation

- Move victim to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration. Do not use mouth-to-mouth method if victim inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a poison center control center or doctor for further treatment advice.

Skin

- For minor skin contact, avoid spreading material on unaffected skin. In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Remove and isolate contaminated clothing. Call a poison center or doctor for treatment advice.

Eye

- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. Remove contact lenses, if present after the first 5 minutes. Continue Rinsing. Call a poison control center or doctor for further treatment advice.

Ingestion

- If swallowed, seek medical attention immediately from poison control center or doctor. Have a person sip a glass of water, if able to swallow. Do not give anything by mouth to an unconscious person. Do not induce vomiting unless told to do so by the poison control center or doctor.

4.2 Most important symptoms and effects, both acute and delayed

- If ingestion, irritation, any type of overexposure or symptoms of overexposure occur during, or persists after use of this product, contact a POISON CONTROL CENTER, EMERGENCY ROOM OR PHYSICIAN immediately; have Safety Data Sheet information available. Never give anything by mouth to an unconscious or convulsing person. Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician

- Probable mucosal damage may contraindicate the use of gastric lavage. All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials

other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media • Drench with large quantities of water only.

Unsuitable Extinguishing Media • Do not use dry chemicals or foams. Product supplies own oxygen, therefore attempts to smother fire with a wet blanket, carbon dioxide, dry chemical extinguisher or other means are not effective. Product has the potential to cause a violent reaction if dry chemical fire extinguishers are used.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards • Containers may explode when heated.
May explode from heat or contamination.
May ignite combustibles (wood, paper, oil, clothing, etc.).
Runoff may create fire or explosion hazard.
Some will react explosively with hydrocarbons (fuels)
These substances will accelerate burning when involved in a fire.
Emits toxic fumes under fire conditions.
Chlorine gas may be generated.

Hazardous Combustion Products • Depending on conditions, decomposition products may include the following materials: carbon oxides; halogenated compounds; metal oxide/oxides.

5.3 Advice for firefighters

- Structural firefighters' protective clothing provides limited protection in fire situations ONLY; it is not effective in spill situations where direct contact with the substance is possible.
Wear chemical protective clothing that is specifically recommended by the manufacturer. It may provide little or no thermal protection.
Wear positive pressure self-contained breathing apparatus (SCBA).
SMALL FIRES: Move containers from fire area if you can do it without risk.
Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire.
No action shall be taken involving any personal risk or without suitable training.
This material is very toxic to aquatic organisms. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions • Use extreme caution in handling spilled material. Ventilate the area before entry. Use spark-proof tools and explosion-proof equipment. Do not walk through spilled material. Do not mix this product with any other chemicals, including any other pool chemicals of any kind, such as other disinfection or "shock" pool products. Contamination with moisture, acids, organic matter, other chemicals (including, but not limited to cleaning chemicals and other pool chemicals), petroleum or paint products or other easily combustible materials may start a chemical reaction with generation of heat, liberation of hazardous gases and possible violent reaction leading to fire or explosion. Wear appropriate personal protective equipment, avoid direct contact. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing.

Emergency Procedures • ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). As an immediate precautionary measure, isolate spill or leak area for at least 50 meters (150 feet) in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Do not get water inside container.

6.2 Environmental precautions

- Prevent entry into waterways, sewers, basements or confined areas.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Avoid generating dust.
- If fire or decomposition occurs in area of spill, immediately douse with plenty of water. Otherwise, sweep up all visible material using a clean (new, if possible), dry shovel and broom and immediately dissolve material in a water-filled container.
- Spilled material that has been swept up and dissolved in water should be used immediately in the normal application for which this product is being consumed.

6.4 Reference to other sections

- Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use extreme caution in handling spilled material. Use only with adequate ventilation. Keep away from combustible material. Strong oxidizer. Contact with other material may cause fire. Use spark-proof tools and explosion-proof equipment. Do not mix this product with any other chemicals, including any other pool chemicals of any kind, such as other disinfection or "shock" pool products. Contamination with moisture, acids, organic matter, other chemicals (including, but not limited to cleaning chemicals and other pool chemicals), petroleum or paint products or other easily combustible materials may start a chemical reaction with generation of heat, liberation of hazardous gases and possible violent reaction leading to fire or explosion. Always add product to large quantities of water to fully dissolve product. Do not pour water into product, always add product to water. Use only a clean (new, if possible), dry scoop made of metal or plastic each time product is taken from the container. Do not add this product to any dispensing device containing remnants of any other product or pool chemical. Wear appropriate personal protective equipment, avoid direct contact. Do not breathe dust. Do not get in eyes, on skin, or on clothing. Do not ingest. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Empty containers retain product residue and can be hazardous. Do not reuse container. Residual material remaining in empty container can react to cause fire. Thoroughly flush empty container with water then destroy by placing in trash collection.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Ventilate enclosed areas. Keep only in the original container. Keep container closed. Separate from acids, alkalis, reducing agents and combustibles. See NFPA 400. Hazardous Materials Code for further information. Store in a cool, dry, well-ventilated place. If product becomes contaminated or decomposes do not reseal container. If possible isolate container in open air or well-ventilated area.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines						
	Result	ACGIH	Canada British Columbia	Canada Ontario	Canada Quebec	NIOSH
Calcium chloride (10043-52-4)	TWAs	Not established	Not established	5 mg/m ³ TWA	Not established	Not established
Calcium hydroxide (1305-62-0)	TWAs	5 mg/m ³ TWA	5 mg/m ³ TWA	5 mg/m ³ TWA	5 mg/m ³ TWAEV	5 mg/m ³ TWA

Calcium carbonate (471-34-1)	TWAs	Not established	Not established	Not established	10 mg/m3 TWAEV (total dust)	10 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable dust)
Exposure Limits/Guidelines (Con't.)						
			Result	OSHA		
Calcium hydroxide (1305-62-0)			TWAs	15 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable fraction)		

8.2 Exposure controls

Engineering Measures/Controls

- Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits.

Personal Protective Equipment

Respiratory

- If workers are exposed to concentrations above the exposure limit, they must use appropriate, certified respirators. Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Eye/Face

- Wear chemical splash goggles and face shield.

Skin/Body

- Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. HANDS: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated. GLOVES: Nitrile, neoprene, and butyl rubber.

Environmental Exposure Controls

- Controls should be engineered to prevent release to the environment, including procedures to prevent spills, atmospheric release and release to waterways. Follow best practice for site management and disposal of waste.

Key to abbreviations

ACGIH = American Conference of Governmental Industrial Hygiene

STEV = Short Term Exposure Value

NIOSH = National Institute of Occupational Safety and Health

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

TWAEV = Time-Weighted Average Exposure Value

STEL = Short Term Exposure Limits are based on 15-minute exposures

Section 9 - Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Various colored solid (granular solid) with a slight chlorine odor.
Color	Various colors.	Odor	Chlorine
Odor Threshold	No data available		
General Properties			
Boiling Point	170 to 180 °C(338 to 356 °F) Decomposes	Melting Point/Freezing Point	No data available
Decomposition Temperature	170 to 180 °C(338 to 356 °F)	pH	Alkaline

Specific Gravity/Relative Density	No data available	Bulk Density	1 to 1.07 g/cm ³
Water Solubility	Soluble 100 %	Viscosity	No data available
Volatility			
Vapor Pressure	No data available	Vapor Density	No data available
Evaporation Rate	No data available	Volatiles (Wt.)	0 %
Volatiles (Vol.)	0 %		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	No data available
Flammability (solid, gas)	No data available		
Environmental			
Octanol/Water Partition coefficient	No data available		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- The product may not be stable under certain conditions of storage or use. Product decomposes at approximately 170-180°C (338-356°F) releasing oxygen gas and some chlorine gas.

10.3 Possibility of hazardous reactions

- Hazardous reactions or instability may occur under certain conditions of storage or use. Conditions may include the following: contact with combustible materials, contact with acids/ammonia. Reactions may include the following: risk of causing or intensifying fire, liberation of toxic gas.

10.4 Conditions to avoid

- Heating may cause a fire or explosion. Excessive heat will cause decomposition resulting in the release of oxygen and chlorine gas.

10.5 Incompatible materials

- Highly reactive or incompatible with the following materials: moisture, combustible materials, organic materials, metals, acids, alkalis, oxidizing materials, reducing materials, ammonia, petroleum products, paint products, wood and paper, and pool chemicals. Acid or ammonia contamination will release toxic gases.

10.6 Hazardous decomposition products

- Depending on conditions, product slowly releases chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Components		
Calcium chloride (0.1%)	10043-52-4	Acute Toxicity: Ingestion/Oral-Rat LD50 • 1 g/kg
Calcium hydroxide (1% TO 3%)	1305-62-0	Acute Toxicity: Ingestion/Oral-Rat LD50 • 7340 mg/kg; Irritation: Eye-Rabbit • 10 mg • Severe irritation

Calcium carbonate (1% TO 3%)	471-34-1	Irritation: Eye-Rabbit • 750 µg 24 Hour(s) • Severe irritation
Sodium chloride (10% TO 30%)	7647-14-5	Acute Toxicity: Ingestion/Oral-Rat LD50 • 3000 mg/kg; Irritation: Eye-Rabbit • 100 mg 24 Hour(s) • Moderate irritation; Skin-Rabbit • 500 mg 24 Hour(s) • Mild irritation; Multi-dose Toxicity: Ingestion/Oral-Rat TDLo • 201.6 g/kg 6 Week(s)-Intermittent; Vascular:BP elevation not characterized in autonomic section; Mutagen: Unscheduled DNA synthesis • Ingestion/Oral-Rat • 16800 mg/kg 4 Week(s)-Continuous; Reproductive: Ingestion/Oral-Rat TDLo • 56400 mg/kg (5D pre-21D post); Reproductive Effects:Maternal Effects:Postpartum; Reproductive Effects:Effects on Newborn:Biochemical and metabolic
Calcium hypochlorite (65% TO 76%)	7778-54-3	Acute Toxicity: Ingestion/Oral-Rat LD50 • 850 mg/kg

GHS Properties	Classification
Acute toxicity	EU/CLP • Acute Toxicity - Oral 4 - ATEmix (Orl) = 1118 mg/kg OSHA HCS 2012 • Acute Toxicity - Oral 4 - ATEmix (Orl) = 1054 mg/kg WHMIS 2015 • Acute Toxicity - Oral 4 - ATEmix (Orl) = 1054 mg/kg
Skin corrosion/Irritation	EU/CLP • Skin Corrosion 1B OSHA HCS 2012 • Skin Corrosion 1B WHMIS 2015 • Skin Corrosion 1B
Serious eye damage/Irritation	EU/CLP • Serious Eye Damage 1 OSHA HCS 2012 • Serious Eye Damage 1 WHMIS 2015 • Serious Eye Damage 1
Skin sensitization	EU/CLP • No data available OSHA HCS 2012 • No data available WHMIS 2015 • No data available
Respiratory sensitization	EU/CLP • No data available OSHA HCS 2012 • No data available WHMIS 2015 • No data available
Aspiration Hazard	EU/CLP • No data available OSHA HCS 2012 • No data available WHMIS 2015 • No data available
Carcinogenicity	EU/CLP • No data available OSHA HCS 2012 • No data available WHMIS 2015 • No data available
Germ Cell Mutagenicity	EU/CLP • No data available OSHA HCS 2012 • No data available WHMIS 2015 • No data available
Toxicity for Reproduction	EU/CLP • No data available OSHA HCS 2012 • No data available WHMIS 2015 • No data available
STOT-SE	EU/CLP • Specific Target Organ Toxicity Single Exposure 3: Respiratory Tract Irritation OSHA HCS 2012 • Specific Target Organ Toxicity Single Exposure 3: Respiratory Tract Irritation WHMIS 2015 • Specific Target Organ Toxicity Single Exposure 3: Respiratory Tract Irritation
STOT-RE	EU/CLP • No data available OSHA HCS 2012 • No data available WHMIS 2015 • No data available

Potential Health Effects

Inhalation

Acute (Immediate)

- May cause corrosive burns - irreversible damage. May cause respiratory irritation.

Chronic (Delayed)

- Repeated or prolonged exposure to corrosive fumes may cause bronchial irritation with chronic cough.

Skin

Acute (Immediate)

- Causes severe skin burns.

Chronic (Delayed)

- Repeated or prolonged exposure to corrosive materials will cause dermatitis.

Eye

Acute (Immediate)

- Causes serious eye damage. Direct contact with the eyes can cause irreversible damage, including blindness.

Chronic (Delayed)

- Repeated or prolonged exposure to corrosive materials or fumes may cause conjunctivitis.

Ingestion

Acute (Immediate)

- Harmful or fatal if swallowed. May cause irreversible damage to mucous membranes.

Chronic (Delayed)

- Repeated or prolonged exposure to corrosive materials or fumes may cause gastrointestinal disturbances.

Carcinogenic Effects

- This material contains components that may cause cancer, however, based on regulatory criteria this material is not classified as a carcinogen.

Key to abbreviations

LD = Lethal Dose

TD = Toxic Dose

Section 12 - Ecological Information

12.1 Toxicity

	CAS	
Calcium Hypochlorite Granular	NDA	<p>Aquatic Toxicity-Fish: 96 Hour(s) LC50 <i>Bluegill - Lepomis macrochirus</i> 57-60 µg/L [Fresh water] Comments: Calcium hypochlorite</p> <p>96 Hour(s) LC50 <i>Atlantic silverside - Menidia menidia</i> 37 µg/L [Marine water] Comments: Calcium hypochlorite</p> <p>96 Hour(s) LC50 <i>Bluegill - Lepomis macrochirus</i> 1294600 µg/L [Fresh water] Comments: Sodium chloride</p> <p>96 Hour(s) LC50 <i>Guppy - Poecilia reticulata</i> 356 mg/L [Marine water] Comments: Calcium hydroxide</p> <p>96 Hour(s) NOEC <i>Guppy - Poecilia reticulata</i> 56 mg/L [Marine water] Comments: Calcium hydroxide</p> <p>Aquatic Toxicity-Crustacea: 48 Hour(s) EC50 <i>Water flea - Daphnia magna</i> 402600-469200 µg/L [Fresh water] Comments: Sodium chloride</p> <p>48 Hour(s) EC50 <i>Water flea - Daphnia magna</i> 0.073-0.079 µg/L [Marine water] Comments: Calcium hypochlorite</p>

- LC50: 0.088 mg/L (96 hr, Bluegill Sunfish) Very toxic to aquatic life. Do not allow to enter groundwater, surface water or drains.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste

- The generation of waste should be avoided or minimized wherever possible. This material and its container must be disposed of in a safe way. Spilled material that has been swept up and dissolved in water should be used immediately in the normal application for which this product is being consumed. If this is not possible, material may be neutralized. Please contact Axial Corporation Emergency Response team for guidance at 304-455-6882. Note: Only properly neutralized material should be flushed to sewer. Unneutralized material can cause environmental damage to receiving water or can interfere with treatment plant operation. Care must be taken when using or disposing of chemical materials and/or their containers to prevent environmental contamination. Empty containers retain product residue and can be hazardous. Residual material remaining in empty container can react to cause fire. Thoroughly flush empty container with water then destroy by placing in trash collection. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Packaging waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	UN2880	Calcium hypochlorite, hydrated	5.1	II	Marine Pollutant
TDG	UN2880	CALCIUM HYPOCHLORITE, HYDRATED	5.1	II	Marine Pollutant
IMO/IMDG	UN2880	CALCIUM HYPOCHLORITE, HYDRATED	5.1	II	Marine Pollutant
IATA/ICAO	UN2880	Calcium hypochlorite, hydrated	5.1	II	Chronic Aquatic Toxicity

14.6 Special precautions for user

- Under 49 CFR (DOT), non-bulk U.S. domestic shipments by ground do not require Marine Pollutant markings or labels, nor does Marine Pollutant need to be mentioned on shipping papers.

14.7 Transport in bulk according to Annex II of Marpol and the IBC Code

- Data lacking.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • Acute, Fire

FIFRA – Pesticide Labeling

This chemical is a pesticide product registered by the Environmental Protection

Agency and is regulated under FIFRA. Pesticide products are exempt from TSCA and not subject to inventory requirements.

- This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals.

Inventory						
Component	CAS	Canada DSL	Canada NDSL	EU EINECS	EU ELNICS	TSCA
Calcium chloride	10043-52-4	Yes	No	Yes	No	Yes
Calcium hydroxide	1305-62-0	Yes	No	Yes	No	Yes
Calcium carbonate	471-34-1	Yes	No	Yes	No	Yes
Calcium chlorate	10137-74-3	No	No	Yes	No	No
Calcium hypochlorite	7778-54-3	Yes	No	Yes	No	Yes
Sodium chloride	7647-14-5	Yes	No	Yes	No	Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

• Calcium chloride	10043-52-4	D2B
• Calcium hypochlorite	7778-54-3	C, E
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	E
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria
• Calcium carbonate	471-34-1	Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	1 %
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

Environment

Canada - CEPA - Priority Substances List

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed

• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

Environment -**U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	10 lb final RQ; 4.54 kg final RQ
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - TSCA (Toxic Substances Control Act) - Section 12(b) - Export Notification

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

United States - California**Environment****U.S. - California - Proposition 65 - Carcinogens List**

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed

• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

• Calcium chloride	10043-52-4	Not Listed
• Calcium hypochlorite	7778-54-3	Not Listed
• Calcium chlorate	10137-74-3	Not Listed
• Calcium hydroxide	1305-62-0	Not Listed
• Sodium chloride	7647-14-5	Not Listed
• Calcium carbonate	471-34-1	Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

15.3 Other Information

- **WARNING:** This product contains a chemical known to the State of California to cause cancer, birth defects, or other reproductive harm.

Section 16 - Other Information**Relevant Phrases (code & full text)**

- H315 - Causes skin irritation
- H319 - Causes serious eye irritation
- H412 - Harmful to aquatic life with long lasting effects

Revision Date

- 20/September/2016

Preparation Date

- 13/October/2015

Disclaimer/Statement of Liability

- The technical data given herein is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release, and is not to be considered a warranty or quality specification. No guarantee is being given as to the end use performance. The product is sold on the basis that buyers test the product for their specific purposes. This information related to the material designated and may not be valid for such material used in combination with any other materials or in any process.

Key to abbreviations

NDA= No Data Available



MATERIAL SAFETY DATA SHEET

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SODIUM THIOSULFATE

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAMES: Secohypo™ Anhydrous and Sodium Thiosulfate Pentahydrate

OTHER/GENERIC NAMES: Sodium Thiosulfate Anhydrous, Sodium Hyposulfite; "hypo"; Sodium Thiosulfate Crystal; Prismatic Rice

PRODUCT USE: Photo processing, water treatment, waste treatment, paper manufacture, other industrial processes.

SUPPLIER: Esseco USA LLC
Gatehall IV
4 Gatehall Drive
Parsippany, NJ 07054

FOR MORE INFORMATION CALL: 973-267-3330
(Monday-Friday, 9:00am-4:30pm)

FOR EMERGENCY IN USA, CALL CHEMTREC: 800-424-9300
(24 Hours/Day, 7 Days/Week)

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Odorless, clear to white crystals or granules which may irritate the skin and respiratory tract. May cause irritation and/or burns to the eyes. Reacts with acids to form toxic and irritating sulfur dioxide gas and/or hydrogen sulfide gas. Not flammable.

3. COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENT NAME	CAS NUMBER	WEIGHT %
Sodium thiosulfate	7772-98-7	>98
Or Sodium thiosulfate pentahydrate	10102-17-7	>99

Trace impurities and additional material names not listed above may appear in Section 15 of this MSDS. These materials may be listed for local "Right-To-Know" compliance and for other reasons.

OSHA Hazard Communication Standard: *This product is considered hazardous under the OSHA Hazard Communication Standard.*

4. FIRST AID MEASURES

SKIN: Wash skin with plenty of soap and water. Get medical attention if irritation persists. Launder contaminated clothing before reuse.

EYES: Flush eyes immediately with water for at least 15 minutes. Remove contact lenses if present after the first 5 minutes if you can do so easily and continue flushing. Get immediate medical attention.

INHALATION: Promptly remove to fresh air. If breathing is difficult, give oxygen, provided a qualified operator is available. If symptoms persist, get medical attention.



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INGESTION: If conscious, immediately rinse with water and give 1 glass of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get immediate medical attention.

ADVICE TO PHYSICIAN: Treat symptomatically.

5. FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA:

Material is not flammable. Use extinguishing media appropriate for material in surrounding fire.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

None.

SPECIAL FIRE FIGHTING PRECAUTIONS/INSTRUCTIONS:

Wear NIOSH-approved self-contained breathing apparatus to protect against any release of toxic and/or irritating fumes. Skin and eye protection should also be provided. Use water-spray to keep fire-exposed containers cool, and to knock down vapors and gases.

6. ACCIDENTAL RELEASE MEASURES

IN CASE OF SPILL OR OTHER RELEASE: (See section 8 for recommended personal protective equipment.)

Promptly shovel or sweep up material with minimum dusting and shovel into an empty container with a cover. Clean spill area with plenty of water.

Spills and releases may have to be reported to Federal and/or local authorities. See Section 15 regarding reporting requirements.

7. HANDLING AND STORAGE

NORMAL HANDLING: (See section 8 for recommended personal protective equipment.)

Avoid contact with skin, eyes and clothing. Do not breathe dust or mist. Use with adequate ventilation. Wash thoroughly after handling.

If dissolving and mixing solutions: with anhydrous material, the reaction is exothermic and the solution will retain heat; with the hydrate (crystal) material, the reaction is endothermic and the solution will cool.

STORAGE RECOMMENDATIONS:

Store in a cool, dry, well-ventilated area away from acids and oxidizing agents. Keep container closed when not in use and protect from physical damage.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS:

Provide local exhaust if dusty or misty conditions exist or if there is a release of sulfur dioxide and/or hydrogen sulfide gas. Keep incompatible materials out of hoods, ducts, etc.



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SODIUM THIOSULFATE

PERSONAL PROTECTIVE EQUIPMENT

SKIN PROTECTION: For handling dry material, wear rubber gloves and full work clothing, including long-sleeved shirt and trousers. When handling solutions, wear impervious gloves and an apron. If contact with the solution is repeated and/or prolonged, wear full impervious clothing.

EYE PROTECTION: Wear chemical safety glasses/goggles.

RESPIRATORY PROTECTION: Where required, use a NIOSH-approved respirator for dust, mist, sulfur dioxide and/or hydrogen sulfide gas, as conditions indicate. If sulfur dioxide and/or hydrogen sulfide gas should be released, use a NIOSH-approved self-contained breathing apparatus or supplied-air respirator. Equipment selection depends on contaminant type and concentration. Select in accordance with 29 CFR 1910.134 and good industrial hygiene practice.

ADDITIONAL RECOMMENDATIONS: Eyewash and safety shower are recommended.

EXPOSURE GUIDELINES

INGREDIENT NAME

No ingredients listed in this section.

ACGIH TLV

OSHA PEL

OTHER LIMIT

OTHER EXPOSURE LIMITS FOR POTENTIAL DECOMPOSITION PRODUCTS:

Sulfur dioxide: OSHA TWA = 5 ppm;
ACGIH TLV = 2 ppm;
ACGIH STEL = 5 ppm.
Hydrogen sulfide: OSHA Ceiling (10 minute peak during 8hr shift) = 20 ppm;
ACGIH TLV = 10 ppm;
ACGIH STEL = 15 ppm.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Clear to White granules or crystals.

PHYSICAL STATE: Solid.

MOLECULAR WEIGHT: 158.11 (anhydrous)

248.18 (pentahydrate)

CHEMICAL FORMULA: $\text{Na}_2\text{S}_2\text{O}_3$ (anhydrous)

HYDRATED FORMULA: $\text{Na}_2\text{S}_2\text{O}_3 \cdot 5\text{H}_2\text{O}$ (pentahydrate)

ODOR: Odorless.

SPECIFIC GRAVITY (water = 1.0): 1.667 (anhydrous)

1.685 (pentahydrate)

SOLUBILITY IN WATER (weight %): 33 @ 0°C (anhydrous)

52 @ 0°C (pentahydrate)

pH: -8.6 (7.5% solution; anhydrous)

BOILING POINT: Not applicable.

MELTING POINT: 48°C (pentahydrate)

VAPOR PRESSURE: Not applicable.

VAPOR DENSITY (air = 1.0): Not applicable.

EVAPORATION RATE: Not applicable.

% VOLATILES: Not applicable.

FLASH POINT: Not flammable.

FLASH POINT METHOD: Not applicable

COMPARED TO: Not applicable.



MATERIAL SAFETY DATA SHEET

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AUTOIGNITION TEMPERATURE:	Not applicable
UPPER FLAME LIMIT (volume % in air):	Not applicable
LOWER FLAME LIMIT (volume % in air):	Not applicable
FLAME PROPAGATION RATE (solids):	Not applicable
OSHA FLAMMABILITY CLASS:	Not applicable

10. STABILITY AND REACTIVITY

NORMALLY STABLE? (CONDITIONS TO AVOID):

Normally stable.

INCOMPATIBILITIES:

Strong oxidizers: causes vigorous exothermic reactions.
Acids: releases sulfur dioxide and/or hydrogen sulfide gas.

HAZARDOUS DECOMPOSITION PRODUCTS:

Sulfur dioxide gas, hydrogen sulfide gas and sodium sulfide residue.

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH HAZARDS

SKIN:	Dust, solutions or mist may cause skin irritation from repeated or prolonged contact.
EYES:	Dust, solutions or mist may irritate or burn the eyes and cause temporary conjunctivitis.
INHALATION:	Inhalation of product dust or mist may irritate the respiratory tract. Contact with acids releases sulfur dioxide and/or hydrogen sulfide gas which may be harmful or deadly if inhaled.
INGESTION:	Ingestion may cause irritation of the gastrointestinal tract and purging, if a large quantity is ingested. Relatively low in acute toxicity.
DELAYED EFFECTS:	None known.

Ingredients found on one of the three OSHA designated carcinogen lists are listed below.

INGREDIENT NAME	NTP STATUS	IARC STATUS	OSHA LIST
No ingredients listed in this section.	----	----	----

TOXICITY DATA:

Immediate (Acute) Effects:

Data not available.

Delayed (Subchronic and chronic) Effects:

Data not available.

Other Data:

None.



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12. ECOLOGICAL INFORMATION

The following data is available for Sodium Thiosulfate anhydrous:

Daphnia Magna LC50 48 hrs	520 mg/L
Western Mosquitofish LC50 96 hrs	24,000 mg/L

Not classified as hazardous to aquatic organisms.

13. DISPOSAL CONSIDERATIONS

RCRA

Is the unused product a RCRA hazardous waste if discarded? No

If yes, the RCRA ID number is: Not applicable.

OTHER DISPOSAL CONSIDERATIONS:

Dispose of in accordance with applicable Federal, State and Local regulations.

The information offered in section 13 is for the product as shipped. Use and/or alterations to the product such as mixing with other materials may significantly change the characteristics of the material and alter the RCRA classification and the proper disposal method.

14. TRANSPORT INFORMATION

US DOT HAZARD CLASS: Not regulated.
US DOT ID NUMBER: Not applicable.
PROPER SHIPPING NAME: Not applicable.

For additional information on shipping regulations affecting this material, contact the information number found in Section 1.

15. REGULATORY INFORMATION

TOXIC SUBSTANCES CONTROL ACT (TSCA)

TSCA INVENTORY STATUS: All components are listed on TSCA Inventory of Chemical Substances.
OTHER TSCA ISSUES: None.

SARA TITLE III/CERCLA

"Reportable Quantities" (RQs) and/or "Threshold Planning Quantities" (TPQs) exist for the following ingredients.

INGREDIENT NAME

No ingredients listed in this section.

SARA/CERCLA RQ (lb)

SARA EHS TPQ (lb)

Spills or releases resulting in the loss of any ingredient at or above its RQ requires immediate notification to the National Response Center [(800) 424-8802] and to your Local Emergency Planning Committee. Many states have more stringent regulations. Report all spills in accordance with local, state, and federal regulations.

SECTION 311 HAZARD CLASS: Acute Health



MATERIAL SAFETY DATA SHEET

SODIUM THIOSULFATE

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SARA 313 TOXIC CHEMICALS:

The following ingredients are SARA 313 "Toxic Chemicals" and may be subject to annual reporting requirements. CAS numbers and weight percents are found in Section 2.

INGREDIENT NAME

No ingredients listed in this section.

COMMENT

STATE RIGHT-TO-KNOW

In addition to the ingredients found in Section 2, the following are listed for state right-to-know purposes.

INGREDIENT NAME

No ingredients listed in this section.

WEIGHT %

COMMENT

ADDITIONAL REGULATORY INFORMATION:

None

WHMIS CLASSIFICATION (CANADA):

D2B

FOREIGN CHEMICAL CONTROL INVENTORY STATUS:

Listed on Canadian DSL, Australian AICS, Phillipines PICCS, Chinese IECSC, Japanese MITI, Korean KECL, and EU EINECS.

16. OTHER INFORMATION

CURRENT ISSUE DATE: September, 2007
PREVIOUS ISSUE DATE: September, 2004

CHANGES TO MSDS FROM PREVIOUS ISSUE DATE ARE DUE TO THE FOLLOWING:

Updated format, revised information in sections 3, 4, 5, 6, 8, 11, 12, 15 for updated information.

OTHER INFORMATION: This product is not for food or drug use.

The information in this Material Safety Data Sheet is believed to be accurate and reliable as of the date issued. Esseco USA makes no warranties, expressed or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or course of performance or usage of trade. Accordingly, Esseco USA will not be responsible for damages resulting from use of or reliance upon this information. The user is responsible for determining whether the Esseco USA product is fit for a particular purpose and suitable for user's method of use or application. Given the variety of factors that can affect the use and application on an Esseco USA product, some of which are uniquely within the user's knowledge and control, it is essential that the user evaluate the Esseco USA product to determine whether it is fit for a particular purpose and suitable for user's method of use or application.

JAMES R. MURRAY

**EXPERIENCE 1988-Present Aquifer Maintenance & Performance Systems, Inc. (AMPS, Inc.)
Owner/President**

Specializing in monthly or quarterly well field maintenance programs , well rehabilitations , insitu well reconstruction, Robotic tank cleaning & inspections, downhole video surveys, fabrication & machining (20,000 sq.ft. facility), pump sales & repairs, flowmeter calibrations & well field production management & training

**1988-1989 Baylik Drilling, Lahabra California
Florida Testing & Engineering, Ft. Lauderdale, FL/CA/Peru
Drilling & Fabrication Specialist**

Oil field rig conversions and crew training

**1985-1988 Layne Western, Mission KS
Drilling Superintendent**

Responsible for rig unitization & operation procedures to optimize drilling & rehabilitation in California, Nevada, Utah, Colorado, Arizona & New Mexico, including scheduling, safety programs (for both tool pushers & crews). Wells ranged from 150 to 4368 ft.

Bakersfield, CA	30 employees 6 drill rigs
Denver, CO	26 employees 4 drill rigs
Chino, CA	70 employees 10 drill rigs

**1984-1985 K.T.M. Consulting, Phoenix, AZ
Drilling Specialist**

Responsible for training of experienced drilling crews in technical procedures for US, Malaysia & Middle Eastern clients. Training included large reverse air, stiff foam, direct air, mud rotary, rehabilitations, deep zone testing, rig and BOP configuration & fabrication.

**1974-1984 Pool International dba Morrow Drilling, Odessa Texas
Roughneck 1975-1977
Driller 1977-1979
Tool Pusher 1979-1984**

Roughneck: Responsibilities included handling lower ends of drill pipe during Trips; handling tongs during makeup; breaking out pipe; rig floor jobs; maintaining & repairing equipment

Driller: Supervised on-site drilling, floormen & trained crew members; also operated drilling machinery

Tool Pusher: Responsible for all rig operations (rig machinery, well drilling, tools & equipment) as well as coordinating between drilling contractor & operating company.

Total footage drilled from 1974 thru 1984 492,000 feet, wells included gas & oil, Steam, propane storage, salt water disposal, dewatering, large diameter, Deep Seismic, Water wells and shaft intersect wells

CERTIFICATIONS

NGWA Standards Development 2007
IADC (International Association of Drilling Contractors) 1980
State approved CEU Speaker AGWT, NGWA 2007/present
State approved CEU Speaker FWPCOA 1990/present
State approved CEU Speaker FDEP, FHD
State approved CEU Instructor FL drilling License requirements
Provider #149
Mud schools: Quality mud, western mud,
American Colloid, Nalco, Baroid
Developed a reusable vinyl drilling fluid for Nalco, Morrow, Layne 1980
Shaft construction—Institute of Shaft Drilling Technology, New Mexico
NGWA/Arizona drillers license #1
Nevada license #1227
Florida license #11310
American Welding Society #1078
G4 & Underwater welding
Pre Welding Certification instructor for Layne Western
Offshore & Land rotary API non-resident certification
Petroleum extension service International Association of Drilling
Contractors, University of Texas at Austin
Heavy equipment apprentice program, Mesa local 1971
South Florida Water Management, Water use monitoring
And Compliance for closed channel Flow Hydraulics 2005

OTHER

Designed & implemented maintenance software for municipalities
PH imbalance (portable unit) patent Pending
Auto Bacteriological control (stationary unit) patent pending
Number one choice for well rehabilitation & maintenance (AMPS, Inc.) by
Southeast Utility Council (unofficial poll)
Certified instructor for DEP/SFWMD
Certified instructor for state drilling license requirements
Instructor for FWPCOA classes
ASTM D18 (Frack Management) Committee
Founder Hottshot Prototypes, LLC

References available upon request

**STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE**

Issued to
James Murray

License No. 11310 Expires 7/31/2023


DISTRICT CERTIFICATION OFFICER

Project manager: Jim Murray with 50+ years of experience

Responsibilities/Role in this contract:

- Coordination of work & crews
- Overseeing/management of setup & work performed
- Communication with client as to work performed/results
- Onsite safety meetings

AMPS key field supervisors are:

- 1) W. Travis Hull 30 years experience
- 2) Charles Hick with 17 years experience
- 3) Fred Jeter with 6 years experience
- 4) Brandon Castro with 8 year experience

Debbie Jones is our maintenance supervisor with 27+ years experience, she holds an operators license & is responsible for all field sampling as well as coordinating our maintenance field technicians:

- Nick Walker
- John Hill

Shawn Parrish is our licensed machinist and, along with William Moench are certified to repair submersible and vertical turbine pumps, mechanical seals, flowmeters as wells as can pumps

City of Palm Bay
Bid IFB No: 40-0-2022/SM
Laboratory Contact Information

Capzier Lab: 3677 23rd Avenue South
Suite A-107
Lake Worth, FL 339461
(561) 493-4000

Main contact: Lisa Fiedor Cell Phone: (561) 667-2147561)



State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E861096

CAPZER PHARMACEUTICALS
3677 23RD AVE. SOUTH SUITE A108
LAKE WORTH, FL 33461

has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, NON-POTABLE WATER - MICROBIOLOGY

Continued certification is contingent upon successful on-going compliance with the NELAP Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210 Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2022 Expiration Date: June 30, 2023





Susanne Crowe, MHA
Interim Chief Bureau of Public Health Laboratories
DH Form 1697, 7/04
NON-TRANSFERABLE E861096-14-07/01/2022
Supersedes all previously issued certificates





Laboratory Scope of Accreditation

Attachment to Certificate #: E861096-14, expiration date June 30, 2023. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E861096

EPA Lab Code: FL01285

(561) 493-4000

E861096

Capzer Pharmaceuticals

3677 23rd Ave. South

Suite A108

Lake Worth, FL 33461

Matrix: Drinking Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Escherichia coli	COLITAG	Microbiology	NELAP	5/1/2012
Escherichia coli	SM 9223 B	Microbiology	NELAP	10/13/2020
Total coliforms	COLITAG	Microbiology	NELAP	5/1/2012
Total coliforms	SM 9223 B	Microbiology	NELAP	10/13/2020



Laboratory Scope of Accreditation

Page 2 of 2

Attachment to Certificate #: E861096-14, expiration date June 30, 2023. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E861096 EPA Lab Code: FL01285 (561) 493-4000

E861096
Capzer Pharmaceuticals
3677 23rd Ave. South
Suite A108
Lake Worth, FL 33461

Matrix: Non-Potable Water

Analyte	Method/Tech	Category	Certification Type	Effective Date
Enterococci	ENTEROLERT / QUANTI-TRAY	Microbiology	NELAP	9/10/2019

CITY OF PALM BAY

Bidder's Insurance Requirements Acknowledgement**IFB #40-0-2022/SM, WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES****STANDARD INSURANCE REQUIREMENTS**

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Pollution Liability:** Successful Proposer shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- D. **Umbrella/ Excess Liability:** Successful Bidder shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. ***This coverage is optional if Successful Bidder has \$2,000,000 General Aggregate under the Commercial General Liability Policy.**
- E. **Workers' Compensation:** The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:
 - Each Accident \$ 100,000.00
 - Disease – Policy Limit \$ 500,000.00
 - Disease – Each Employee \$ 100,000.00

Successful Bidder shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions - The City of Palm Bay is to be specifically included on all certificates of

insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Authorized Signature

James Murray, President

Printed Name & Title

Agenter Maintenance + Performance Systems, Inc.

Company

6/23/22

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2021

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 Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33067		CONTACT NAME: Darcy Silver PHONE (A/C, No, Ext): (954) 764-9099 FAX (A/C, No): (954) 960-6357 E-MAIL ADDRESS: darcy@tisinsfl.com	
INSURED Aquifer Maintenance and Performance Systems, Inc. 7146 Haverhill Road North West Palm Beach FL 33407		INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Surplus Insurance Company INSURER B: Markel Amer Ins Co INSURER C: Accredited Surety and Casualty Company, Inc. INSURER D: INSURER E: INSURER F:	
		NAIC # 24319 38970 26379	

COVERAGES**CERTIFICATE NUMBER:** CL21102602248**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 checked="" type="checkbox"/> OCCUR	Y	Y	5054-1386-01	10/28/2021	10/28/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19	Y	Y	AWWA000093-1	08/02/2021	08/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
<input checked="" type="checkbox"/> MEDICAL PAYMENTS							\$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
C	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 Y	N/A	1AUIFL160135444500	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E L EACH ACCIDENT \$ 1,000,000						
	E L DISEASE - EA EMPLOYEE \$ 1,000,000						
	E L DISEASE - POLICY LIMIT \$ 1,000,000						
A	Contractor's Pollution Liability Professional Liability			5054-1386-01	10/28/2021	10/28/2022	Each Occurrence Limit \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Palm Bay is named Additional Insured when required by written contract for Liability Policies. Waiver of Subrogation applies in favor of certificate holder for Liability Policies.

CERTIFICATE HOLDER**CANCELLATION**

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

City of Palm Bay
120 Malabar Road, SE

Palm Bay

FL 32907

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

7146 HAVERHILL RD
RIVIERA BEACH, FL 33407

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	MURRAY JAMES R	11310	B21.602013 - 08/30/21	\$27.50	B40119614

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2021/2022 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200914477
EXPIRES: SEPTEMBER 30, 2022**



4
6-1196

AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
7146 N HAVERHILL RD
RIVIERA BEACH FL 33407-1029



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

SECTION III**Bid & Addenda Acknowledgement Form – Sheet 1 of 4****IFB NO. 40-0-2022/SM – WELL REPAIR, MAINTENANCE AND REHABILITATION SERVICES**

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a) She/He is an officer of the organization.
- b) She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c) She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d) This bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
- e) If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum #: 1 Dated: 6/20/22 Addendum #: _____ Dated: _____
 Addendum #: 2 Dated: 7/1/22 Addendum #: _____ Dated: _____

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Authorized Signature

James Murray, President

Printed Name & Title

7-0-22

Date

Company

Agwater Maintenance + Performance Sys, Inc

Telephone Number

(561) 494-2844

Email address

amps.jlp@gmail.com