

**AGREEMENT FOR BULK DIESEL EXHAUST FLUID SUPPLY AND DELIVERY**

THIS AGREEMENT FOR BULK DIESEL FLUID EXHAUST SUPPLY AND DELIVERY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PALMDALE OIL COMPANY, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3067585) ("Vendor").

**WHEREAS**, on December 16, 2022, the City of Ocala issued a Request for Quotation ("RFQ") for the provision of bulk diesel exhaust fluid RFQ No.: FLT/230029 (the "Solicitation"); and

**WHEREAS**, two (2) firms responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by Palmdale Oil Company, Inc. was found to be the lowest; and

**WHEREAS**, Vendor was chosen as the intended awardee to supply and deliver bulk diesel exhaust fluid ("Services").

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-3)

Exhibit B: Safety Data Sheet (B-1 through B-13)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Vendor, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **EIGHTY THOUSAND, SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$80,730)** (the "Contract Sum") The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

A. **Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth below.

Description	UOM	Price
Bulk Diesel Exhaust Fluid	Gallon	\$2.99

- B. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.
  - C. **Invoice Submission.** Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fleet Management Department**, Attn: **John King, 1805 NE 30<sup>th</sup> Avenue, Bldg. 200, Ocala, Florida 34470**, E-mail: [jking@ocalafl.org](mailto:jking@ocalafl.org).
  - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
  - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
  - F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
  - G. **Amounts Due to the City.** Vendor must be current and remain current in all obligations to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to City or fees and/or charges owed to City.
  - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **APRIL 19, 2023** and continue for a term of **THREE (3)** years, through and including **APRIL 18, 2026**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.
  6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond

the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").

- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Vendor's performance or workmanship falls below acceptable City or trade standards;
- (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (3) Vendor provides material that does not meet the specifications of the Agreement;
- (4) Vendor fails to complete the work required within the time stipulated in the Agreement; or
- (5) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
  - C. **City's Remedies Upon Vendor Default.** In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
    - (1) City shall be entitled to terminate this Agreement without further notice;
    - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
    - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
    - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.
  - D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
  - E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
- A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
  - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) 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.

12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
  - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
  - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
  - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
  - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
  - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
15. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
- C. Policy must include coverage for contractual liability and independent contractors.
- D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

16. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

17. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Vendor's Commercial General Liability Insurance coverage, Vendor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered

because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

- C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org).** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.org](mailto:vendors@ocalafl.org).
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts

any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
  - A. Keep and maintain public records required by the public agency to perform the service.

- B. 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- 27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City’s Internal or External auditors or by any other Florida official with proper authority.
- 28. **PUBLICITY.** Vendor shall not use City’s name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City’s prior written approval.
- 29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security’s (“DHS”) E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City’s request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
- 30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business

entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Palmdale Oil Company, Inc.  
Attention: Aaron Evenson  
911 N. 2<sup>nd</sup> Street  
Fort Pierce, Florida 34950  
Phone: 813-918-9300  
E-mail: [aevanson@palmdaleoil.com](mailto:aevanson@palmdaleoil.com)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
48. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on \_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
James P. Hilty, Sr.  
City Council President

**Approved as to form and legality:**

**PALMDALE OIL COMPANY, INC.**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)

**BACKGROUND**

Contractor shall supply and deliver bulk Diesel Exhaust Fluid (DEF) to support the City of Ocala's Fleet Management Department, located at 1805 NE 30<sup>th</sup> Avenue, Building 200, Ocala, Florida 34470.

All deliveries shall be coordinated with the City Project Manager John King, 352-351-6648, e-mail: [jking@ocalafl.org](mailto:jking@ocalafl.org).

**CONTRACTOR RESPONSIBILITIES**

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed during the performance of work, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
6. Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

**SUB-CONTRACTORS**

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to subcontractors must be approved in advance by the City Project Manager.

**SITE HOUSEKEEPING AND CLEANUP**

1. **Cleanup:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
  - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
  - B. Work site will be completely cleaned after each day of work.
  - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
  - A. All equipment shall be placed back in the original locations.

- B. All work areas must be returned to original condition.
- C. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. Nothing shall be left or buried on site.*

## SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

## CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
  - A. Access to City buildings and facilities as necessary to perform the work.
  - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
  - C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

## PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Contractor shall be required to provide the following DEF equipment at no additional cost to the City:
  - Average of 750 Gallons monthly
  - 120-volt pump
  - 20 feet of hose
  - Pulse meter
  - Automatic nozzle

Repair and replacement of equipment are solely the responsibility of the Contractor. The City acknowledges that the misuse or abuse of any Contractor-provided equipment may result in leakage of DEF fluids from the DEF container. City shall be responsible for the repair and replacement of equipment resulting from misuse or abuse by City personnel. Contractor shall remove its equipment from City property upon termination of this agreement.

2. **Deliverables:** Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.

3. **Working Hours:** The normal/standard working hours are 7:00 AM to 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.

### CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

Conforms: GHS (rev 3)(2009)  
(This Safety Data Sheet conforms to the requirements of the Hazard Communication Standard (HCS)  
(29 CFR 1910.1200(g)), revised in 2012.) - United States

Date of issue/ Date of revision : 11/25/2014  
Date of previous issue : 02/12/2014  
Version : 1.1



## SAFETY DATA SHEET

Air1 Diesel Exhaust Fluid

### Section 1. Identification

Product name : Air1 Diesel Exhaust Fluid  
Product type : Liquid  
Product code : PA5167

#### Uses

Area of application : Industrial applications, Professional applications

#### Supplier

Supplier's details : Yara North America, Inc.

#### Address

Street : 100 North Tampa Street, Suite 3200  
Postal code : 33602  
City : TAMPA  
Country : United States

Telephone number : +1 813 222 5700  
Fax no. : +1 813 875 5735  
e-mail address of person  
responsible for this SDS : yna-hesq@yara.com

Emergency telephone number : US: Chemtrec 24-hours Emergency Response: 1-800-424-  
(with hours of operation) 9300  
Canada: 24 Hour Emergency Service, (Canutec 613-996-  
6666)

#### National advisory body/Poison Center

Name : The National Poisons Emergency number  
Telephone number : 1 800 222 1222

### Section 2. Hazards identification

OSHA/HCS status : This material is not considered hazardous by the OSHA  
Hazard Communication Standard (29 CFR 1910.1200).

Classification and labelling have been performed following the guidelines and recommendation  
of GHS and the intended use.

Classification of the  
substance or mixture : Not classified.

#### GHS label elements

Signal word : No signal word.

Hazard statements : Not applicable.

**Precautionary statements**

General : Not applicable.

Hazards not otherwise classified : None.

**Section 3. Composition/information on ingredients**

Substance/mixture : Mixture

Any concentration shown as a range is to protect confidentiality or is due to batch variation. There are no ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

**Section 4. First aid measures**

**Description of necessary first aid measures**

Eye contact : Rinse with plenty of running water. Check for and remove any contact lenses. Get medical attention if irritation occurs.

Inhalation : Avoid inhalation of vapor, spray or mist. If inhaled, remove to fresh air. Get medical attention if you feel unwell.

Skin contact : Wash with soap and water. Get medical attention if irritation develops.

Ingestion : Wash out mouth with water. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Get medical attention if adverse health effects persist or are severe.

**Most important symptoms/effects, acute and delayed**

**Potential acute health effects**

Eye contact : No known significant effects or critical hazards.

Inhalation : Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.

Skin contact : No known significant effects or critical hazards.

Ingestion : No known significant effects or critical hazards.

**Over-exposure signs/symptoms**

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : No specific data.

**Indication of immediate medical attention and special treatment needed, if necessary**

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled. In case of inhalation of decomposition products in a fire,

symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

- Specific treatments** : No specific treatment.  
**Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training.

See toxicological information (section 11)

## Section 5. Fire-fighting measures

### Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.  
**Unsuitable extinguishing media** : None identified.

- Specific hazards arising from the chemical** : In a fire or if heated, a pressure increase will occur and the container may burst.  
**Hazardous thermal decomposition products** : Decomposition products may include the following materials:  
carbon dioxide  
carbon monoxide  
nitrogen oxides  
ammonia  
Avoid breathing dusts, vapors or fumes from burning materials.  
In case of inhalation of decomposition products in a fire, symptoms may be delayed.

- Special protective actions for fire-fighters** : 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.

- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

- Remark** : Non-flammable.  
**Remark** : None.

## Section 6. Accidental release measures

### Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment.  
**For emergency responders** : If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".  
**Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

### Methods and material for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in

- Large spill** : an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
- : Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see section 13). Dispose of via a licensed waste disposal contractor. Note: see section 1 for emergency contact information and section 13 for waste disposal.

## Section 7. Handling and storage

### Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8).
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. Bund storage facilities to prevent soil and water pollution in the event of spillage.

## Section 8. Exposure controls/personal protection

### Control parameters

#### Occupational exposure limits

None.

- Appropriate engineering controls** : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

### Individual protection measures

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Wash contaminated clothing before reusing. A washing facility or

**Eye/face protection** : water for eye and skin cleaning purposes should be present.  
: Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts.

**Skin protection**

**Hand protection** : 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.

> 8 hours (breakthrough time): Protective gloves should be worn under normal conditions of use.

**Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved.

**Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

**Respiratory protection** : In case of inadequate ventilation wear respiratory protection.

**Personal protective equipment (Pictograms)** :



**Section 9. Physical and chemical properties**

**Appearance**

**Physical state** : Liquid  
**Color** : Colorless.  
**Odor** : slight, ammoniacal  
**Odor threshold** : Not determined.  
**pH** : 9 - 10

**Melting/freezing point** : -11.5 °C (11.30 °F)

**Boiling/condensation point** : 100 °C  
(212.00 °F)

**Sublimation temperature** : Not determined.

**Flash point** : Not applicable

**Evaporation rate** : Not determined.

**Flammability** : Non-flammable.

**Lower and upper explosive (flammable) limits** : **Lower:** Not determined.

**Upper:** Not determined.

**Vapor pressure** : Not determined.

**Density** : 1.09 g/cm<sup>3</sup>

**Relative density** : Not determined.

**Solubility** : Not determined.

**Solubility in water** : > 100 g/l

**Partition coefficient: n-octanol/water** : Not determined.

**Auto-ignition temperature** : Not determined.

**Decomposition temperature** : Not determined.

**Viscosity** : **Dynamic:** 1.4 mPa.s @ 20 °C (68.00 °F)  
: **Kinematic:** Not determined.  
**Explosive properties** : None.  
**Oxidizing properties** : None.

## Section 10. Stability and reactivity

**Reactivity** : No specific test data related to reactivity available for this product or its ingredients.

**Chemical stability** : The product is stable.

**Possibility of hazardous reactions** : Under normal conditions of storage and use, hazardous reactions will not occur.

**Conditions to avoid** : Avoid contamination by any source including metals, dust and organic materials.

**Incompatible materials** : Urea reacts with calcium hypochlorite or sodium hypochlorite to form the explosive nitrogen trichloride.

**Remark** : Reactive or incompatible with the following materials:  
Oxidizing agents  
acids  
alkalis  
Nitrites and nitrates

**Hazardous decomposition products** : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

## Section 11. Toxicological information

### Information on toxicological effects

#### Acute toxicity

**Conclusion/Summary** : No known significant effects or critical hazards.

#### Irritation/Corrosion

##### **Conclusion/Summary**

**Skin** : No known significant effects or critical hazards.

**Eyes** : No known significant effects or critical hazards.

**Respiratory** : No known significant effects or critical hazards.

#### Sensitization

##### **Conclusion/Summary**

**Skin** : No known significant effects or critical hazards.

**Respiratory** : No known significant effects or critical hazards.

#### Mutagenicity

**Conclusion/Summary** : No known significant effects or critical hazards.

**Carcinogenicity**

**Conclusion/Summary** : No known significant effects or critical hazards.

**Reproductive toxicity**

**Conclusion/Summary** : No known significant effects or critical hazards.

**Teratogenicity**

**Conclusion/Summary** : No known significant effects or critical hazards.

**Specific target organ toxicity (single exposure)**

No known significant effects or critical hazards.

**Specific target organ toxicity (repeated exposure)**

No known significant effects or critical hazards.

**Aspiration hazard**

No known significant effects or critical hazards.

**Information on the likely routes of exposure** : Not available.

**Potential acute health effects**

**Eye contact** : No known significant effects or critical hazards.  
**Inhalation** : Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.  
**Skin contact** : No known significant effects or critical hazards.  
**Ingestion** : No known significant effects or critical hazards.

**Symptoms related to the physical, chemical and toxicological characteristics**

**Eye contact** : No specific data.  
**Inhalation** : No specific data.  
**Skin contact** : No specific data.  
**Ingestion** : No specific data.

**Delayed and immediate effects and also chronic effects from short and long term exposure**

**Short term exposure**

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

**Long term exposure**

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

**Potential chronic health effects**

**Conclusion/Summary** : No known significant effects or critical hazards.

**General** : No known significant effects or critical hazards.  
**Carcinogenicity** : No known significant effects or critical hazards.  
**Mutagenicity** : No known significant effects or critical hazards.  
**Teratogenicity** : No known significant effects or critical hazards.

**Developmental effects** : No known significant effects or critical hazards.  
**Fertility effects** : No known significant effects or critical hazards.

**Over-exposure signs/symptoms**

**Eye contact** : No specific data.

**Inhalation** : No specific data.

**Skin contact** : No specific data.

**Ingestion** : No specific data.

**Numerical measures of toxicity**

**Acute toxicity estimates**  
Not available.

**Section 12. Ecological information**

**Toxicity**

**Conclusion/Summary** : No known significant effects or critical hazards.

**Persistence/degradability**

**Conclusion/Summary** : No known significant effects or critical hazards.

**Bioaccumulative potential**

**Conclusion/Summary** : No known significant effects or critical hazards.

**Mobility in soil**

**Soil/water partition coefficient (KOC)** : Not available.

**Mobility** : This product may move with surface or groundwater flows because its water solubility is: high

**Other adverse effects** : No known significant effects or critical hazards.

**Section 13. Disposal considerations**

**Product**

**Methods of disposal** : The generation of waste should be avoided or minimized wherever possible. 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. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

**United States - RCRA Acute hazardous waste "P" List:**

Not listed

**United States - RCRA Toxic hazardous waste "U" List:**

Not listed

**Section 14. Transport information**

<b>Regulation: UN Class</b>	
<b>14.1 UN number</b>	Not regulated.
<b>14.2 UN proper shipping name</b>	
<b>14.3 Transport hazard class(es)</b>	
<b>14.4 Packing group</b>	
<b>14.5 Environmental hazards</b>	No.
<b>14.6 Additional information</b> <b><u>Environmental hazards</u></b>	: No.

<b>Regulation: IMDG</b>	
<b>14.1 UN number</b>	Not regulated.
<b>14.2 UN proper shipping name</b>	
<b>14.3 Transport hazard class(es)</b>	
<b>14.4 Packing group</b>	
<b>14.5 Environmental hazards</b>	
<b>14.6 Additional information</b>	

<b>Regulation: IATA</b>	
<b>14.1 UN number</b>	Not regulated.
<b>14.2 UN proper shipping name</b>	
<b>14.3 Transport hazard class(es)</b>	
<b>14.4 Packing group</b>	
<b>14.5 Environmental hazards</b>	
<b>14.6 Additional information</b>	

<b>Regulation: DOT Classification</b>	
<b>14.1 UN number</b>	Not regulated.
<b>14.2 UN proper shipping name</b>	
<b>14.3 Transport hazard class(es)</b>	
<b>14.4 Packing group</b>	
<b>14.5 Environmental hazards</b>	No.
<b>14.6 Additional information</b>	

--

**Environmental hazards** : No.

<b>Regulation: TDG Class</b>	
<b>14.1 UN number</b>	Not regulated.
<b>14.2 UN proper shipping name</b>	
<b>14.3 Transport hazard class(es)</b>	
<b>14.4 Packing group</b>	
<b>14.5 Environmental hazards</b>	No.
<b>14.6 Additional information</b>	
<b><u>Environmental hazards</u></b>	: No.

**Special precautions for user** : Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.'

**IMSBC** : Not applicable.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code**

**Proper shipping name** : Urea solution  
**Ship type** : 3  
**Pollution category** : Z

<b>Section 15. Regulatory information</b>
---

**United States**

**U.S. Federal regulations** :

- United States - TSCA 12(b) - Chemical export notification:** None of the components are listed.
- United States - TSCA 4(a) - Final Test Rules:** Not listed
- United States - TSCA 4(e) - ITC Priority list:** Not listed
- United States - TSCA 4(a) - Proposed test rules:** Not listed
- United States - TSCA 4(f) - Priority risk review:** Not listed
- United States - TSCA 5(a)2 - Final significant new use rules:** Not listed
- United States - TSCA 5(a)2 - Proposed significant new use rules:** Not listed
- United States - TSCA 5(e) - Substances consent order:** Not listed
- United States - TSCA 6 - Final risk management:** Not listed
- United States - TSCA 6 - Proposed risk management:** Not listed
- United States - TSCA 8(a) - Comprehensive assessment report (CAIR):** Not listed
- United States - TSCA 8(a) - Chemical risk rules:** Not listed
- United States - TSCA 8(a) - Dioxin/Furane precursor:** Not listed
- United States - TSCA 8(a) - Chemical Data Reporting (CDR):** Not determined

United States - TSCA 8(a) - Preliminary assessment report (PAIR): Not listed  
United States - TSCA 8(c) - Significant adverse reaction (SAR): Not listed  
United States - TSCA 8(d) - Health and safety studies: Not listed  
United States - EPA Clean water act (CWA) section 307 - Priority pollutants: Not listed  
United States - EPA Clean water act (CWA) section 311 - Hazardous substances: Listed Ammonia  
United States - EPA Clean air act (CAA) section 112 - Accidental release prevention - Flammable substances: Not listed  
United States - EPA Clean air act (CAA) section 112 - Accidental release prevention - Toxic substances: Not listed  
United States - Department of commerce - Precursor chemical: Not listed

Clean Air Act Section 112(b) Hazardous Air Pollutants (HAPs) : Not listed  
Clean Air Act Section 602 Class I Substances : Not listed  
Clean Air Act Section 602 Class II Substances : Not listed  
DEA List I Chemicals (Precursor Chemicals) : Not listed  
DEA List II Chemicals (Essential Chemicals) : Not listed

**SARA 302/304**

SARA 304 RQ : 111111.1 lbs

**SARA 311/312**

Classification : Not applicable.  
No products were found.

**State regulations**

Massachusetts : None of the components are listed.  
New York : None of the components are listed.  
New Jersey : None of the components are listed.  
Pennsylvania : None of the components are listed.

**California Prop. 65**

This product contains a chemical (or chemicals) known to the State of California to cause cancer and birth defects or other reproductive harm.

**International lists**

New Zealand Inventory of Chemicals (NZIoC): All components are listed or exempted.  
Korea inventory: All components are listed or exempted.  
Japan inventory: All components are listed or exempted.  
China inventory (IECSC): All components are listed or exempted.  
Australia inventory (AICS): All components are listed or exempted.

Canada inventory (DSL and NDSL): All components are listed or exempted.  
 United States inventory (TSCA 8b): All components are listed or exempted.  
 EC INVENTORY (EINECS/ELINCS): All components are listed or exempted.

**Safety, health and environmental regulations specific for the product** : No known other specific national and/or regional regulations applicable to this product (including its ingredients).

**Section 16. Other information**

**Hazardous Material Information System (U.S.A.)**

<b>Health</b>	-	0
<b>Flammability</b>		0
<b>Physical hazards</b>		0

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on MSDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

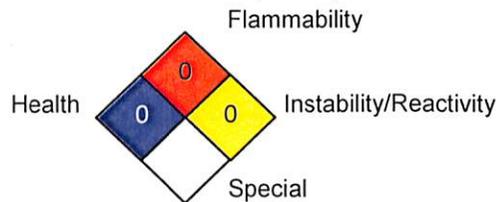
The customer is responsible for determining the PPE code for this material.

**Chronic toxicity:**

- : No data available.

\* : Carcinogen, Target organs, Reproductive effects, Sensitizer to lungs

**National Fire Protection Association (U.S.A.)**



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

**Key to abbreviations**

- : ADN/ADNR = European Provisions concerning the International Carriage of Dangerous Goods by Inland Waterway
- ADR = The European Agreement concerning the International Carriage of Dangerous Goods by Road
- ATE = Acute Toxicity Estimate
- BCF = Bioconcentration Factor
- bw = Body weight
- GHS = Globally Harmonized System of Classification and Labelling of Chemicals
- IATA = International Air Transport Association
- IBC = Intermediate Bulk Container
- IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient  
MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)  
NOHSC - National Occupational Health and Safety Commission  
RID = The Regulations concerning the International Carriage of Dangerous Goods by Rail  
SUSDP - Standard for the Uniform Scheduling of Drugs and Poisons  
UN = United Nations

**References** : EU REACH IUCLID5 CSR.  
National Institute for Occupational Safety and Health, U.S. Dept. of Health, Education, and Welfare, Reports and Memoranda Registry of Toxic Effects of Chemical Substances.  
IHS, 4777 Levy Street, St Laurent, Quebec HAR 2P9, Canada.

**History**

**Date of printing** : 06/15/2015  
**Date of issue/Date of revision** : 11/25/2014  
**Date of previous issue** : 02/12/2014  
**Version** : 1.1  
**Prepared by** : Yara Product Classifications & Regulations.

|| Indicates information that has changed from previously issued version.

**Notice to reader**

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