

AGREEMENT FOR SUPPLY AND DELIVERY OF BULK POOL CHEMICALS AND EQUIPMENT

THIS AGREEMENT FOR SUPPLY AND DELIVERY OF BULK POOL CHEMICALS AND EQUIPMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **AQUASOL COMMERCIAL CHEMICALS, INC. D/B/A POOLSURE**, a foreign for-profit corporation duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 74-2861600) ("Vendor").

WHEREAS, on March 20, 2025, City issued an Invitation to Bid for the provision and delivery of bulk pool chemicals and equipment, ITB No.: REC/250514 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Aquasol Commercial Chemicals, Inc. D/B/A Poolsure was the lowest responsive and responsible bidder; and

WHEREAS, Vendor was chosen as the intended awardee to provide and deliver bulk pool chemicals and equipment (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

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 this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote 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-10)
 - Exhibit B: Price Proposal (B-1)
 - Exhibit C: Vendor Terms & Documents (C-1 through C-55)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, then (3) Exhibit C.
3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor an amount no greater than **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

- A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than FIVE PERCENT (5%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. **Invoice Submission.** All 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 Recreation and Parks Department**, Attn: **John N. Spencer, 828 NE 8th Avenue, Ocala Florida 34470**, E-Mail: jspencer@ocalafl.gov. Phone: **352-368-5505**.
- C. **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. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **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.
- E. **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.
- F. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- G. **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. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **JUNE 4, 2025**, and continue in effect for a term of **THREE (3) YEARS**, through and including **JUNE 3, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (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, pandemics, 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.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, 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 City 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 work.
 - B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
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 Document, 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 fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) 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 that 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; or (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 City 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. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **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.
12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all of 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. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. 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.
13. **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, or 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.
14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion for each project. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion for each project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
15. **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.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **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.
18. **POLLUTION LIABILITY INSURANCE.** Vendor shall provide, and maintain for a period of **Three (3) Years** after contract expiration, 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 claim, and Two Million Dollars (\$2,000,000) aggregate limit. This shall also 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, fines or penalties.

19. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit 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 limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. 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.
 - C. 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.
21. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - 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.gov.** 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 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, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - 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.gov.
 - 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.** 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.
22. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. 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 not designated for removal, relocation, or replacement in the course of construction.
- 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.

23. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the 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.
24. **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. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
25. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
26. **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.
27. **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.

28. **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.
29. **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 City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
30. **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.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

31. **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.
32. **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.

33. **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 for more information regarding the E-Verify System.
34. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business 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.
35. **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.
36. **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.
37. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and 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.
38. **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.
39. **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: Aquasol Commercial Chemicals, Inc. d/b/a Poolsure
Attention: Thomas Hodges
1707 Townhurst Road
Houston, Texas 77043
Phone: 800-858-7665 ext. 120
E-mail: bids@poolsure.com

Alternate Contact: Attention: Lori Wallace
1707 Townhurst Road
Houston, Texas 77043
Phone: 800-858-7665 ext. 120
E-mail: bids@poolsure.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.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

40. **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.
41. **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.

42. **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.
43. **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.
44. **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.
45. **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.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **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.
48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **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.

51. **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.
52. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

**AQUASOL COMMERCIAL CHEMICALS, INC.
D/B/A POOLSURE**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND**1. Ownership and Operation**

The City of Ocala is the owner and operator of two commercial pools and one commercial splash pad, situated at the addresses set forth below:

- a. Jervey Gantt Aquatic Fun Center, 2390 SE 36th Ave., Ocala, FL 34471
- b. Hampton Aquatic Fun Center, 255 NW Martin Luther King, Jr. Blvd., Ocala, FL 34475
- c. Lily's Pad Splashpad, 2200 NW 17th Place, Ocala, FL 34475

2. Facility Capacities

The Jervey Gantt pool possesses a capacity of 180,000 gallons, the Hampton pool possesses a capacity of 160,000 gallons, and Lily's Pad Splashpad possesses a capacity of 2,800 gallons.

3. Water Treatment Requirements

Each facility herein referenced requires ongoing, year-round chemical water treatment to preserve sanitary conditions, sustain water balance in safeguarding public health, and conform to the safety and sanitation standards mandated by the Centers for Disease Control and Prevention's Model Aquatic Health Code (MAHC) and Chapter 64E-9 of the Florida Administrative Code: Public Swimming Pools and Bathing Places.

4. Management and Staffing

The commercial pools owned by the City are managed and operated by personnel employed by the City, each of whom holds certification as a Certified Pool Operator (CPO) and/or an Aquatic Facility Operator (AFO).

LICENSING/CERTIFICATION REQUIREMENT**1. Licensing Requirement**

The Vendor shall hold all requisite licenses or certifications as mandated by applicable state authorities.

2. Transportation Compliance

The Vendor's pump-off truck(s) shall be duly permitted by the Department of Transportation (DOT) for the operation and bulk delivery of liquid chemicals, including but not limited to sodium hypochlorite and sulfuric acid, as well as for the transportation of dry pool chemicals. Delivery drivers possessing a Commercial Driver's License (CDL) shall be required to maintain valid Hazardous Materials (Hazmat) endorsements.

3. Certification of Personnel

Employees of the Vendor charged with the calibration of chemical pumping equipment shall hold certification as Certified Pool Operators (CPO) in accordance with the requirements set forth in Chapter 64E-9.018 of the Florida Administrative Code: Public Swimming Pools and Bathing Places.

LEAD TIME

1. The maximum permissible lead time for the delivery of materials necessary for the initial installation of equipment shall be two weeks.

PROJECT SUMMARY, DELIVERABLES AND HOURS

The City of Ocala seeks a licensed commercial pool/spa Vendor to: (1) supply and deliver bulk pool water treatment chemicals, (2) provide chemical pumping equipment through supply or lease, and (3) perform preventive maintenance on chemical pumping systems at two commercial pools and one commercial splash pad.

All pool equipment, tanks, supplies, chemicals, and appurtenant materials furnished under this agreement shall satisfy the minimum guidelines prescribed by the Centers for Disease Control and Prevention's Model Aquatic Health Code (MAHC) and shall conform to the minimum standards delineated in Chapter 64E-9 of the Florida Administrative Code: Public Swimming Pools and Bathing Places.

1. Pool Equipment for Commercial Pools

Each of the City's two commercial pools shall be equipped with the following items and specifications:

Pumping Equipment:

- a. One programmable chemical automation system designed for the continuous monitoring and regulation of pH and sanitizer oxidation-reduction potential (ORP).
- b. **Remote Monitoring and Control:**
 - i. *Required:* The controller shall provide for remote viewing and monitoring of ORP and pH through cloud-based ethernet or internet network communication.
 - ii. *Preferred:* The controller should permit remote operation and control via cloud-based ethernet or internet network communication.
- c. Three (3) Stenner pumps, or equivalent chemical pumps, appropriately sized to accommodate the capacity of each pool.
- d. Ancillary chemical pumping equipment, including tubing and fixtures requisite for the installation of said pumps and their integration with storage tanks.

Chemical Storage Tanks and Equipment:

- a. A minimum of one (1) bulk liquid chlorine tank with a capacity of 325 gallons, equipped with remote level monitoring.
- b. A minimum of one (1) bulk sulfuric acid tank with a capacity of 165 gallons, equipped with remote level monitoring.

2. Pool Equipment for Splash Pad

The City's splash pad, identified as Lily's Pad Splashpad, shall be furnished with the following:

Pumping Equipment:

- a. Two (2) Stenner pumps, or equivalent chemical pumps, duly sized to meet the capacity needs of the splash pad.
- b. Ancillary chemical pumping equipment, including tubing and fixtures necessary for the installation of said pumps and their integration with storage tanks.

Chemical Storage Tanks and Equipment:

- a. A minimum of one (1) bulk liquid chlorine tank with a capacity of 165 gallons, equipped with remote level monitoring.
- b. A minimum of one (1) bulk sulfuric acid tank with a capacity of 100 gallons, equipped with remote level monitoring.

3. Equipment Installation at All Locations

- a. Vendor shall undertake the installation of all controllers and pumps, effect the connection of all tubing, and accomplish the transition of all storage tanks to the new system across all three designated locations.
- b. Vendor shall provide training to the pool manager or managers on the proper operation of the equipment, encompassing controllers and Stenner pumps.

4. Equipment Support Obligations

- a. The Vendor shall ensure availability to address and resolve any issues pertaining to chemical pumping equipment within twenty-four (24) hours of receiving a service inquiry or request.
- b. Vendor shall be responsible for the maintenance, repair, or replacement of all chemical pumping equipment as required throughout the term of the Contract, with costs confined to parts and materials. Evidence of the costs incurred for parts shall accompany each pertinent invoice.
- c. Vendor shall conduct preventive maintenance on the chemical pumping equipment at all three locations no less than twice annually, with such maintenance scheduled in coordination with City staff each April, prior to the pool opening season, and in mid-fall to prepare for seasonal closings.

5. Pool Chemicals

Vendor shall supply and deliver bulk pool water treatment chemicals and chemical pumping equipment to the two commercial pools and one commercial splash pad as specified herein.

6. Chemical Delivery

The chemicals to be routinely procured under this Contract for bulk delivery are enumerated as follows:

Liquid Chemicals:

- Sodium Hypochlorite, at a concentration of 12.5%, in bulk liquid form.
- Sulfuric Acid, at a concentration of 38%, in bulk liquid form.

Dry Chemicals:

- Sodium Bicarbonate, packaged in 50-pound bags.
- Cyanuric Acid (commonly known as Stabilizer), packaged in 50-pound bags.
- Calcium Chloride Flakes, packaged in 50-pound bags.

Estimated annual chemical usage totals for all three pool facilities.

Sodium Hypochlorite 12.5% bulk liquid	5800	gallons
Sulfuric Acid 38% bulk liquid	700	gallons
Sodium Bicarbonate 50-pound bag	110	bags
Cyanuric Acid (Stabilizer) 50-pound bag	25	bags
Calcium Chloride Flakes 50-pound bag	60	bags

7. Materials, Labor, and Equipment

Vendor shall bear full responsibility for furnishing all materials, labor, and equipment requisite to the complete execution of the work stipulated under this Contract.

8. Working Hours

The standard hours of operation under this agreement shall be from 7:00 AM to 5:00 PM Eastern Time, Monday through Friday, exclusive of recognized holidays. The Vendor shall provide no less than forty-eight (48) hours' prior notice to the City Project Manager for any work intended to occur outside these designated hours. Further, the Vendor shall maintain an accessible method of contact, such as an after-hours telephone number or email address, for addressing technical support matters arising beyond standard hours.

9. Emergency Work Hours

Vendor shall ensure that personnel are readily available and equipped to commence emergency work within two (2) hours of notification by the City for any tasks the City designates as "emergency" in nature.

10. Default and Remedies

Should the Vendor fail to complete the work or make available sufficient staff within the timelines prescribed by this Contract; such failure shall constitute a default hereunder.

- Upon a declaration of default, the City shall be entitled to take possession of and utilize any suitable materials and equipment present on-site. The City may thereafter engage third parties by separate agreement to complete the work or employ alternative means to

achieve completion in a manner satisfactory to the City. All costs sustained by the City as a consequence of the Vendor's default, including those incurred in completing the work, shall be assessed against the Vendor.

- b. In the event that, subsequent to the issuance of a default notice by the City but prior to the City's initiation of measures to complete the work, the Vendor manifests a clear intent to resume and execute the work in conformity with the City's stipulations, the City may, at its discretion, permit the Vendor to proceed. In such instance, the City shall deduct from any sums due, or that may become due, under this Contract any expenses borne by the City arising from the delay or from causes attributable thereto.

DELIVERY

1. **Delivery Locations**

Equipment and chemical products shall be delivered by the Vendor to the locations specified below:

- a. **Jervey Gantt Aquatic Fun Center, 2390 SE 36th Ave., Ocala, FL 34471**
- b. **Hampton Aquatic Fun Center, 255 NW Martin Luther King, Jr. Blvd., Ocala, FL 34475**
- c. **Lily's Pad Splashpad, 2200 NW 17th Place, Ocala, FL 34475**

2. **Delivery Timeline**

Chemical deliveries shall be made within thirty-six (36) hours following the placement of an order. The City shall furnish the Vendor with means of access to each location, including but not limited to a lockbox or key.

3. **Delivery Hours**

Routine deliveries shall be scheduled to occur between the hours of 7:00 AM and 5:00 PM Eastern Time, Monday through Friday, exclusive of holidays. Emergency deliveries or service calls outside these hours may be undertaken at any time as circumstances require.

4. **Coordination**

All deliveries shall be arranged in consultation with, and subject to the coordination of, the City's Project Manager.

5. **Delivery Costs**

The City shall not bear liability for any additional charges or surcharges associated with delivery under this Contract.

6. **Vendor Truck and Driver Requirements**

The Vendor's pump-off truck or trucks shall possess valid permits issued by the Department of Transportation (DOT) authorizing the operation and bulk delivery of liquid chemicals, including but not limited to sodium hypochlorite and sulfuric acid, as well as the transportation of dry pool chemicals. Delivery drivers holding a Commercial Driver's License (CDL) shall maintain appropriate Hazardous Materials (Hazmat) endorsements as required by law.

VENDOR EMPLOYEES AND EQUIPMENT

1. Employee Qualifications

The Vendor shall employ competent personnel for the performance of all work hereunder.

- a. Employees tasked with the delivery of chemicals shall possess valid Hazardous Materials (Hazmat) endorsements and satisfy all qualifications stipulated within the scope of work.
- b. Employees responsible for the installation and calibration of chemical pumping equipment shall hold certification as Public Pool Service Technicians pursuant to Chapter 64E-9.018 of the Florida Administrative Code.

2. Project Manager and Communication

The Vendor shall appoint a project manager to serve as the primary point of contact and shall furnish the City Project Manager with a current telephone number and address, which shall remain valid throughout the term of this Contract. Said telephone line shall be attended during standard working hours, defined as 7:00 AM to 5:00 PM Eastern Time, Monday through Friday, exclusive of holidays, or shall be equipped with a voicemail system capable of receiving messages.

3. Equipment and Licensing

The Vendor shall maintain possession of all equipment, licenses, and permits necessary for the proper performance of the work as delineated in this Contract.

4. Vendor Truck Requirements

Vendor's pump-off truck or trucks shall bear valid permits authorizing the operation and bulk delivery of liquid chemicals, including but not limited to sodium hypochlorite and sulfuric acid, as well as the transportation of dry pool chemicals.

- a. All Vendor vehicles shall conform to the Hazardous Materials Regulations administered by the Federal Motor Carrier Safety Administration (FMCSA). Additional information regarding hazardous materials compliance may be obtained at:
<https://www.flhsmv.gov/florida-highway-patrol/commercial-vehicle-enforcement/safety-enforcement/hazardous-materials-enforcement/>

5. Employee Conduct

Upon request by the City, the Vendor shall promptly remove and replace any employee adjudged by the City to be incompetent, unfaithful, abusive, or disorderly. Both the City and the Vendor shall immediately notify the other of any complaints received concerning the Vendor's employees.

6. Appearance Standards

Employees of the Vendor performing duties on-site within City buildings shall wear suitable work clothing and shall maintain a clean and professional demeanor, consistent with the conditions of the work performed.

7. Independent Contractor Status

Vendor shall function solely as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala. The Vendor shall retain exclusive authority over its operations at the work site and shall bear sole responsibility for the acts or omissions of its employees.

8. Prohibition on Smoking or Vaping

Smoking or vaping by any person is strictly forbidden on City property or at project sites.

CITY OF OCALA RESPONSIBILITIES**Services Provided by the City of Ocala**

The City of Ocala shall furnish the following services to the Vendor to enable the due performance of the obligations set forth in this Contract:

1. Access to Facilities

The City shall grant access to its buildings, gates, and facilities as may be reasonably required for the Vendor to execute the work contemplated herein.

2. Staff Training Coordination

The City shall arrange the schedules of its personnel to facilitate training in the operation of equipment supplied under this Contract.

3. Maintenance and Emergency Support Coordination

The City shall coordinate the availability of its staff to support the scheduling of equipment maintenance or the execution of emergency repairs as necessary.

VENDOR RESPONSIBILITIES**1. Compliance with Laws and Policies**

The Vendor shall execute all work pursuant to this solicitation in strict conformity with the policies and procedures established by the City of Ocala, together with all pertinent state and federal laws, regulations, and directives applicable thereto.

2. Document Compatibility

The Vendor shall ensure that all documents produced in connection with this Contract are wholly compatible with a Windows-based operating system and the most recent iterations of Microsoft Office and/or Adobe Portable Document Format (PDF).

3. Site Maintenance

The Vendor shall at all times maintain the premises free from waste materials and rubbish arising from its operations or the conduct of its employees and shall dispose of all debris in a manner consistent with governing laws.

4. Responsibility for Damages

The Vendor shall assume full liability for any damages occasioned by its activities under this Contract.

- a. In the event that public or private property suffers damage or destruction, the Vendor shall, at its sole cost and expense, repair or restore such property to a condition satisfactory to the City within seven (7) days from the date upon which the damage occurred.

SUB-CONTRACTORS**1. Prohibition on Subcontracting**

Vendor shall undertake and complete one hundred percent (100%) of the work required under this

Contract solely through the employment of its own personnel and the utilization of its own resources, and no portion thereof shall be delegated or subcontracted to any other party.

SAFETY

1. Safety Precautions

Vendor shall bear sole responsibility for establishing and maintaining adequate safety measures in full conformity with all applicable safety codes, including those promulgated by the Occupational Safety and Health Administration (OSHA), as well as pertinent local, state, and federal authorities. Such measures shall ensure the protection of the Vendor's employees, occupants of buildings and sites, City personnel, the public, and all persons present in or proximate to the work area.

2. Liability for Vendor Property

The City shall not, under any circumstances, incur liability for the loss, damage, destruction, or theft of equipment, materials, property, or clothing belonging to the Vendor.

3. Material and Equipment Protection

Vendor shall assume full responsibility for the proper storage and sufficient safeguarding of all materials and equipment until the completion of the project.

4. Hazard Prevention

Vendor shall implement ongoing precautions to shield all persons, including its employees, and property from harm. The Vendor shall diligently identify any hazardous conditions and forthwith take such action as necessary to avert accidents, injuries, or damage to property. Strict adherence to all relevant safety statutes and regulations, including those issued by the Environmental Protection Agency (EPA), the Department of Environmental Protection (DEP), OSHA, and the American National Standards Institute (ANSI), shall be mandatory.

5. Incident Reporting to the City

Vendor shall expeditiously report all hazardous spills, accidents, injuries, claims, or potential claims to the Ocala Recreation & Parks Department and the City Risk Manager.

6. Regulatory Reporting of Spills

The Vendor shall promptly notify the Environmental Protection Agency (EPA) and/or the Department of Environmental Protection (DEP) of all hazardous spills, as required by the laws of the state of Florida and the United States.

7. Regulatory Authority for Pool Operations

The Centers for Disease Control and Prevention's Model Aquatic Health Code (MAHC) and Chapter 64E-9 of the Florida Administrative Code: Public Swimming Pools and Bathing Places shall constitute the ultimate authorities governing commercial pool water safety, operational guidance, and sanitation standards.

8. Transportation Safety

The Hazardous Materials Regulations, as administered by the Pipeline and Hazardous Materials Safety Administration (PHMSA) in conjunction with the safety standards of the Federal Motor Carrier Safety Administration (FMCSA), shall serve as the definitive authority for the transportation and delivery of commercial pool chemicals.

EQUIPMENT PERFORMANCE**1. Equipment Performance**

Throughout the duration of the warranty period, all equipment supplied hereunder shall substantially comply with the requirements stipulated by the City. In the event of a breach of this warranty, the Vendor shall, at its sole discretion and cost, either replace the affected equipment or rectify any reproducible defects reported in writing by the City during said period. In the event the Vendor determines it is unable to replace or repair the equipment, the Vendor shall reimburse the City the full amount paid for the equipment and related services, at which point this Contract shall terminate.

2. Documentation

The Vendor shall deliver to the City all pertinent manufacturer warranty documentation prior to the submission of its final request for payment.

PRICING**1. Estimated Quantities**

The quantities recited within this document constitute estimates derived from historical annual data and shall not be construed as establishing any guaranteed minimum obligations.

QUOTE RESPONSE REQUIREMENTS

The Vendor shall follow the particulars:

1. Vendor and Equipment Information

- a. Comprehensive specifications and descriptions of all equipment proposed for use under this Contract.

2. Chemical Pumping Equipment**a. Jervey Gantt Aquatic Fun Center**

1. One (1) programmable pH and sanitizer ORP controller with remote monitoring automation system.
2. Three (3) Stenner pumps.
3. Two (2) bulk chemical storage tanks, comprising one 325-gallon tank for liquid chlorine and one 165-gallon tank for sulfuric acid.
4. Any additional monthly rental or lease charges, if applicable.

b. Hampton Aquatic Fun Center

1. One (1) programmable pH and sanitizer ORP controller with remote monitoring automation system.
2. Three (3) Stenner pumps.

3. Two (2) bulk chemical storage tanks, comprising one 325-gallon tank for liquid chlorine and one 165-gallon tank for sulfuric acid.
4. Any additional monthly rental or lease charges, if applicable.

c. **Lily's Pad Splashpad**

1. Two (2) Stenner pumps.
2. Two (2) bulk chemical storage tanks, with capacities yet to be determined.
3. Any additional monthly rental or lease charges, if applicable.

3. **Chemical Delivery**

- a. Sodium Hypochlorite (12.5% concentration, bulk liquid form): Price per gallon.
- b. Sulfuric Acid (38% concentration, bulk liquid form): Price per gallon.
- c. Sodium Bicarbonate (packaged in 50-pound bags): Price per bag.
- d. Cyanuric Acid, commonly known as Stabilizer (packaged in 50-pound bags): Price per bag.
- e. Calcium Chloride Flakes (packaged in 50-pound bags): Price per bag.

4. **Equipment Support**

- a. Routine scheduled service performed during standard business hours, defined as 7:00 AM to 5:00 PM Eastern Time, Monday through Friday, exclusive of holidays.
- b. Emergency service, encompassing after-hours or unscheduled calls as required.

Exhibit B - PRICE PROPOSAL**CONTRACT# REC/250514****Aquasol Commercial Chemicals, Inc. DBA Poolsure****INITIAL CONTRACT TERM PRICING: CHEMICALS**

ITEM	DESCRIPTION	UOM	EST ANNUAL QTY	UNIT COST
1	Sodium Hypochlorite 12.5% mini bulk liquid	Gallon	5,800	\$ 3.25
2	Sulfuric Acid 38% mini bulk liquid	Gallon	700	\$ 3.95
3	Sodium Bicarbonate	50 lb bag	110	\$ 33.00
4	Cyanuric Acid (Stabilizer)	50 lb bag	25	\$ 99.76
5	Calcium Chloride Flakes	50 lb bag	60	\$ 46.88

INITIAL CONTRACT TERM PRICING: EQUIPMENT LEASE

ITEM	DESCRIPTION	UOM	EST ANNUAL QTY	MONTHLY LEASE AMOUNT
6	Programmable pH and sanitizer ORP controller with remote monitoring	EA	2	\$ 90.00
7	Stenner pumps (rated for pool sizing)	EA	8	\$ 25.00
8	325-gallon liquid Chlorine tank	EA	2	PROVIDED AT NO COST
9	165-gallon bulk sulfuric acid tank	EA	2	PROVIDED AT NO COST
10	165-gallon liquid Chlorine tank	EA	1	PROVIDED AT NO COST
11	100-gallon bulk sulfuric acid tank	EA	1	PROVIDED AT NO COST

INITIAL CONTRACT TERM PRICING: PREVENTIVE MAINTENANCE

Exhibit B - PRICE PROPOSAL**CONTRACT# REC/250513****Aquasol Commercial Chemicals, Inc. DBA Poolsure**

ITEM	DESCRIPTION	UOM	EST ANNUAL QTY	UNIT COST
12	Preventive maintenance for chemical pumping equipment at all three locations. (April & October)	LS	2	\$ 525.00

HOURLY EQUIPMENT MAINTENANCE AND SERVICES*

ITEM	DESCRIPTION	UOM	QTY	UNIT COST
13	Hourly rate for equipment maintenance and servicing during normal hours	HR	1	\$ 130.00
14	Hourly rate for Emergency/after-hours equipment maintenance and servicing	HR	1	\$ 165.00

Poolsure Standard Terms & Conditions

1. These Standard Terms & Conditions govern the relationship between Poolsure and the City of Ocala (the “Customer”) to the Estimate, Work Order, or similar document (“Work Authorization”) to which these Standard Terms & Conditions are attached. As herein, (i) the term “Equipment” means any and all controllers, tanks, or other equipment sold, leased, or otherwise provided to Customer by Poolsure, if any; (ii) the term “Chemicals” means any and all chemicals provided by Poolsure to the Customer to maintain the chlorine, ph, alkalinity levels, calcium and cyanuric acid levels, and other water chemistry of Customer’s swimming pools and other bodies of water (collectively, “Pools”), if any, and (iii) the term “Services” means any and all services furnished by Poolsure to Customer, including but not limited to maintenance and repair services, if any. The specific Equipment, Chemicals, and Services, and the terms upon which Poolsure agrees to provide the same to Customer are included on the Work Authorization. The provision of Equipment, Chemicals, and/or Services by Poolsure to Customer is referred to herein as the “Work”. Poolsure agrees to perform the Work as described in the Work Authorization, and Customer agrees to provide Poolsure reasonable access to the area(s) where Work is to be performed.

2. **Leased Equipment.** All leased Equipment (and any replacement thereof), shall remain the sole property of Poolsure, and shall be returned to Poolsure at the end of the lease term in good working condition, reasonable wear and tear excepted. If the leased Equipment is not returned within 60 days of the expiration of the lease term, then Customer agrees to pay Poolsure an amount equal to the then current purchase price of each piece of the leased Equipment that has yet to be returned. In addition, Customer will still be responsible for returning the leased Equipment to Poolsure. All leased Equipment shall remain personal property (even though said Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Poolsure. At Customer’s sole cost and expense, Customer shall (a) protect and defend Poolsure’s ownership of and title to the leased Equipment from and against all persons claiming against or through Customer, (b) at all times keep the leased Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against Customer, (c) give Poolsure immediate written notice of any matter described in this sentence, and (d) cooperate with Poolsure to promptly remove any encumbrance described in this sentence. Customer shall keep the leased Equipment at the approved delivery and storage location and shall not remove them or allow any of the leased Equipment to be removed without Poolsure’s prior, written consent, unless otherwise noted on the Work Authorization.

3. **Water Chemistry and Maintenance of Equipment.** Maintaining proper water chemistry in the Pools is the sole responsibility of Customer, despite Poolsure having agreed to provide the Chemicals and/or Equipment as a tool to assist Customer in connection therewith, as applicable. Customer agrees that it shall independently test the water chemistry of each Pool no less than daily (or more often if required by law), and shall keep an accurate and up-to-date written log of such tests as required by any applicable law. In the event that such tests reveal that any piece of Equipment is not maintaining proper water chemistry, Customer shall promptly notify Poolsure of the same, and Customer will add Chemicals to the Pools by hand or otherwise as necessary to maintain proper water chemistry therein, until such Equipment is repaired or replaced. Poolsure’s sole responsibility hereunder is to supply Chemicals, sell and/or lease the Equipment, and/or to repair such Equipment as expressly requested by Customer and agreed to by Poolsure; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the Customer. Customer acknowledges that it is Customer’s responsibility to obtain and pay for all necessary permits and licenses needed to operate the Pools, and/or utilize the Equipment or Chemicals as required by applicable law. Any leased Equipment and feed system may only be used to feed approved chemicals provided by Poolsure. Customer shall not, under any circumstance, place or allow others to place products or chemicals obtained from any third-party in any piece of leased Equipment. Customer shall be solely responsible for any and all leaks in any piece of Equipment, and any circumstance arising or resulting from any leaks. Customer acknowledges that corrosion may result from Chemicals and Poolsure is not responsible for the same. It is recommended that a ventilation fan be installed in any enclosed Equipment/Chemical area to provide proper ventilation and minimize corrosion, and Customer shall install the same as required by applicable law. In the event the leased Equipment is damaged, including but not limited to as a result of the misuse, improper

Poolsure Standard Terms & Conditions

use, or other intentional and wrongful or negligent acts or omissions of Customer's officers, employees, agents, contractors (other than Poolsure) or invitees, to the extent such damage is not covered by any warranties or insurance, Poolsure may service or repair the Equipment as needed and the cost thereof shall be paid by Customer to Poolsure immediately upon written request, together with interest thereon at the rate of one and one-half percent (1.50%) per month (or the maximum monthly interest rate permitted to be charged by law, if less) and reasonable attorneys' fees and costs incurred by Poolsure in collecting such amount from Customer. Any work so performed by Poolsure shall not deprive Poolsure of any of its rights, remedies, or actions against Customer for such damage.

4. Warranties by Poolsure. All Services performed by Poolsure will be provided in a good and workmanlike manner; provided that Poolsure makes no warranty with respect to any 3rd party lab testing utilized by Poolsure. Customer's sole remedy with respect to the warranty provided on Services is the reperformance of the Services by Poolsure. Poolsure makes no warranty with respect to the Chemicals or the Equipment, but Poolsure will assign or "pass-through" any manufacturer or 3rd party laboratory warranties to the extent the same may be assigned to Customer. POOLSURE SUPPLIES THE CHEMICALS AND EQUIPMENT UNDER THE WORK AUTHORIZATION IN THEIR "AS IS" CONDITION. EXCEPT AS SET FORTH IN THIS SECTION, POOLSURE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE SERVICES, CHEMICALS OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, DURABILITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE CHEMICALS OR EQUIPMENT. POOLSURE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES SUFFERED BY CUSTOMER OR BY ANY OTHER PERSON FOR, AND CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO HOLD POOLSURE LIABLE HEREUNDER FOR, ANY CLAIMS, DEMANDS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR THE DESIGN OR MANUFACTURE, POSSESSION OR OPERATION OF THE CHEMICALS OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OF, DEFECTIVE OR FAULTY DESIGN, OPERATION, CONDITION, SUITABILITY OR USE OF THE CHEMICALS OR EQUIPMENT. Poolsure is not the manufacturer of the Equipment or Chemicals, or the manufacturer's agent.

5. ~~Release and Limitation of Damages. CUSTOMER HEREBY AGREES TO RELEASE POOLSURE FROM AND AGAINST ALL CLAIMS, DAMAGES, ACTIONS, JUDGMENTS, SUITS, LOSSES, FINES, PENALTIES, DEMANDS, COSTS AND EXPENSES AND LIABILITY WHATSOEVER (AND ANY ATTORNEY'S FEES, WITNESS FEES, AND/OR COSTS INCURRED IN CONNECTION THEREWITH) (COLLECTIVELY THE "LOSSES") CAUSED BY OR ARISING FROM (A) CUSTOMER'S FAILURE TO FULLY PERFORM, OBSERVE OR SATISFY ITS COVENANTS, DUTIES, WARRANTIES OR OBLIGATIONS CONTAINED IN THE WORK AUTHORIZATION OR THESE STANDARD TERMS & CONDITIONS; (B) THE NEGLIGENT OR WRONGFUL USE AND OPERATION OF THE CHEMICALS OR EQUIPMENT DURING THE TERM BY CUSTOMER, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS, OR INVITEES; (C) CUSTOMER'S FAILURE TO MAINTAIN PROPER WATER CHEMISTRY IN EACH AND EVERY POOL; (D) THE ACTS OR OMISSIONS OF CUSTOMER, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS, OR INVITEES, INCLUDING BUT NOT LIMITED TO CUSTOMER'S FAILURE TO MAINTAIN AND UTILIZE THE EQUIPMENT AND THE CHEMICALS IN ACCORDANCE WITH APPLICABLE LAW; AND (E) THE STORAGE OF THE CHEMICALS ON CUSTOMER'S PREMISES. IF SUCH LOSSES WERE ALSO CAUSED IN PART BY THE ACTS OR OMISSIONS OF POOLSURE, THEN CUSTOMER SHALL ONLY BE LIABLE TO THE EXTENT AND FOR SUCH PORTION THAT SUCH LOSSES WERE CAUSED BY, ARISE FROM OR RELATE, TO THE ACTS OR OMISSIONS OF CUSTOMER, ITS OFFICERS, AGENTS, MANAGERS, CONTRACTORS EMPLOYEES AND/OR INVITEES. IN NO~~

Poolsure Standard Terms & Conditions

~~EVENT SHALL POOLSURE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE WORK AUTHORIZATION, THE CHEMICALS OR EQUIPMENT, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.~~

~~NOTWITHSTANDING THE FOREGOING, THE CUSTOMER HEREBY ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO CUSTOMER'S WALKWAYS, CONCRETE, PARKING LOTS, OR OTHER FLOORING ("CUSTOMER'S FLOORING") THAT MAY BE INCURRED IN CONNECTION WITH THE CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS OF POOLSURE IN DELIVERING CHEMICALS TO CUSTOMER'S PROPERTY OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, CONCRETE, PARKING LOTS OR ANY OTHER FLOORING AREAS LOCATED ON CUSTOMER'S PROPERTY DESIGNATED BY CUSTOMER AS AN ACCESS FOR PRODUCT DELIVERY. HOWEVER, THE ABOVE DOES NOT WAIVE OR RELEASE ANY CLAIMS AGAINST POOLSURE FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF POOLSURE, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES. CUSTOMER ACKNOWLEDGES THAT THIS PARAGRAPH IN ITS NATURE IS A WAIVER FOR DAMAGES TO CUSTOMER'S FLOORING ARISING FROM AND DUE TO POOLSURE'S CUSTOMARY AND REASONABLE ACTIVITY OF DELIVERING CORROSIVE CHEMICALS OVER CUSTOMER'S FLOORING AND HEREBY RELEASES POOLSURE FOR CLAIMS OR DAMAGES TO CUSTOMER'S FLOORING RESULTING FROM POOLSURE'S CUSTOMARY AND REASONABLE ACTS IN CONNECTION WITH THE DELIVERY OF CHEMICALS TO CUSTOMER'S PROPERTY AND ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO CUSTOMER'S FLOORING THAT MAY BE INCURRED BY CUSTOMER ARISING OUT OF OR IN CONNECTION WITH POOLSURE'S CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS IN DELIVERING CHEMICALS OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, PARKING LOTS OR ANY OTHER FLOORING AREAS DESIGNATED BY CUSTOMER TO BE ACCESS POINTS FOR PRODUCT DELIVERY. CUSTOMER FULLY UNDERSTANDS THE TERMS SET FORTH IN THIS PARAGRAPH, AND CUSTOMER HEREBY WAIVES ITS RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO CUSTOMER TO THE FULLEST EXTENT ALLOWED BY LAW.~~

To the extent there is any conflict between the terms of this Section and the terms of any other agreement entered into between Poolsure and Customer, the terms of this Section shall control.

Poolsure Exceptions/Additional Requirements

1. We are bidding this as “all or none” and will need to be awarded all line items in order for us to accept the award.
2. We take exception to the language “No additional terms and conditions included by Vendor with its submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation.” in Section 10 of the City’s General Terms and Conditions.
 - a. We will perform the work under any resulting contract per our “Poolsure Standard Terms and Conditions” or some agreed to version of our “Poolsure Standard Terms and Conditions”. For our operational protection these will need to be included in the contract and they will need to be the terms and conditions for the performance of the work and to control over any conflicting terms, conditions or scope of work included in the bid documents and any resulting contract if awarded the bid. We have attached these as a separate document in our bid submittal.
3. Deliveries and Response Times - In addition to the terms and conditions in Poolsure’s General Terms and Conditions, we will deliver chemicals and perform equipment support per the following and if the City requests a delivery and/or a equipment support outside of the parameters and/or times below there will be a rush fee of \$250 per delivery and equipment support request.
 - a. Equipment Support Obligations – We take exception to addressing and resolving issues pertaining to the chemical pumping equipment within twenty-four (24) hours as stated in Section 4a on page A-4 of Exhibit A - Scope of Work. We will address and also make every commercially reasonable effort to resolve any issues pertaining to any leased equipment provided by Poolsure under this bid within two (2) business days (Monday-Friday excluding holidays) of receiving a service inquiry or request unless there’s a leak. In the event of a leak we will make every commercially reasonable effort to address the leak within one (1) business day (Monday-Friday excluding holidays) of receiving a service inquiry or request.
 - b. Chemical Deliveries
 - i. We will only deliver dry goods with chemical deliveries. We cannot make dry goods only deliveries.
 - ii. We take exception to delivering chemicals within thirty-six (36) hours as stated in Section 2 on page A-6 of Exhibit A - Scope of Work. We will deliver chemicals within two (2) business days (Monday-Friday excluding holidays) following the placement of an order.
 - c. Emergency Work Hours - We take exception to commencing emergency work within two (2) hours of notification by the City for any tasks the City designates as an emergency as stated in Section 9 on page A-5 of Exhibit A - Scope of Work.
 - i. We will make deliveries per this Section 3 and anything outside of this we will charge an additional \$250 per delivery.
 - ii. We will perform any equipment support per this Section 3 and anything outside of this we will charge the amount in line 14 of Exhibit B, the pricing proposal along with an additional charge of \$250.

4. Indemnification - We take exception to the indemnification in Section 56 of the City's General Terms and Conditions as this language is too broad. For our operational protection we can only indemnify the City to the extent of actual damages only and solely to the extent caused by our negligence or willful misconduct in the performance of the contract. If awarded the bid, we will need to negotiate the indemnification in the resulting contract.
5. Pricing and Price Adjustments
 - a. We take exception to the bid prices being firm for the initial contract term as stated in Section 12 of the City's General Terms and Conditions. We will need an annual review of the pricing and the ability to propose increases annually during the initial term, and if both parties are unable to agree on the pricing, we will need the ability to cancel the contract with thirty (30) days prior written notice.. Being a commodity we need the opportunity to have some sort of protection if the market goes up
 - b. We take exception to the Escalation in Section 3 on page A-2 of Exhibit A-Scope of Work and the Price Adjustments in Section 13 on page 3 of the City's General Terms and Conditions. We will need the price adjustments to be based on the chlor/alkali market and the CPI and cannot have the escalation limited to 5%.
6. We take exception to the renewals being at the sole discretion of the City as stated in Section 2 on page A-2 of Exhibit A-Scope of Work. We will need the renewal options to be upon mutual agreement.
7. We take exception to the language "...vendor shall immediately notify the other of any complaints received concerning the vendor's employees." in Section 5 on page A-7 of Exhibit A - Scope of Work. We can only agree to notify the City of any complaints received concerning our employees when they are directly related to our performance of the work under the resulting contract.
8. We take exception to the language "Upon a declaration of default, the City shall be entitled to take possession of and utilize any suitable materials and equipment present on-site." in Section 10a on page A-5 of Exhibit A - Scope of Work. The equipment provided by Poolsure under this bid and any resulting contract will be leased to the City and shall remain the property of Poolsure under any and all circumstances.
9. We take exception to Section 2 on page A-9 of Exhibit A-Scope of Work stating "The City shall not, under any circumstances, incur liability for the loss, damage, destruction, or theft of equipment, materials, property, or clothing belonging to the vendor." We can only accept liability for the loss, damage, destruction, or theft of equipment, materials, property, or clothing belonging to Poolsure to the extent caused by the negligence or willful misconduct of Poolsure.
10. Safety Precautions
 - a. We take exception to the language under Section 1 Safety Precautions on page A-9 of Exhibit A-Scope of work stating "The vendor shall bear sole responsibility for establishing and maintaining adequate safety measures in full conformity with all applicable safety codes, including those promulgated by the Occupational Safety and Health Administration (OSHA), as well as pertinent local, state, and federal authorities. Such measures shall ensure the protection of the vendor's employees, occupants of buildings and sites, City personnel, the public, and all persons present in or proximate to the work area. vendor shall implement ongoing precautions to shield all persons, including its employees, and property from harm. The vendor shall diligently identify any hazardous conditions and forthwith take such action as

necessary to avert accidents, injuries, or damage to property.” This language is too broad and has us responsible for liability even if caused in whole or part by the City and third parties and/or for situations that are outside of our control. If awarded the bid we will need to negotiate this language.

- b. We take exception to the language in Section 50 of the City’s General Terms and Conditions “Awarded Vendors shall be responsible at all times for precautions to achieve the protection of all persons including employees and property. Awarded Vendors shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, or injury to their employees, or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.” This language is too broad and includes us being liable for incidents caused by third parties and/or outside of our control. We can only be liable to the extent of actual damages and to the extent caused by our negligence or willful misconduct in the performance of the work under this bid. If awarded the bid we will need to negotiate this language.
- 11. We take exception to the language “In addition to any extension or renewal terms contained in the resulting contract, the City reserves the right to extend said contract for a period of time necessary for the City to release, award, and implement a replacement bid for the goods and/or services provided under this solicitation. All prices, terms, conditions, and specifications on the last day of the contract shall remain in effect for the contract extension period. Vendor agrees to this condition upon submission of its electronically executed bid response.” in Section 26 of the City’s General Terms and Conditions. We can only extend the contract for a period of 90 days under these circumstances.
- 12. We take exception to the “piggybacking” language in Section 37 of the City’s General Terms and Conditions. We do not agree to piggybacking under any resulting contract if awarded the bid.
- 13. We take exception to the non-exclusivity language in Section 38 of the City’s General Terms and Conditions. We will need this to be an exclusive contract in order to accept the award as we will be leasing the City equipment that can only be used to feed approved chemicals provided by Poolsure.

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Laboratory-use Electrical Equipment

UL Certified

DOCUMENT: OGTK.E323482 · PRODUCT CODE (UL CCN): [OGTK](#) ⓘ



Product Category ⓘ

Laboratory-use Electrical Equipment

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E323482

MODELS

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J DIGITAL CL1	DIN DIGITAL	DIN DIGITAL	DIN DIGITAL	Series QP
J DIGITAL	CL4	O2	TEMP	Series V
TEMP	DIN DIGITAL	DIN DIGITAL	Series F	XPCy
	CL1	CLO2		

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Pumps, Electrically Operated, Liquid

UL Certified

DOCUMENT: REUZ.E175367 · PRODUCT CODE (UL CCN): [REUZ](#) ⓘ



Product Category ⓘ

Pumps, Electrically Operated, Liquid

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E175367

Model Number(s) ⓘ

Models 45, 85, 100 or 170, followed by MP, followed by 1, 2, 3, 4, 5, -HP2, -HP4, -HP5, -HP10, -HP14... [More](#)

Company ⓘ

AQUASOL CONTROLLERS INC

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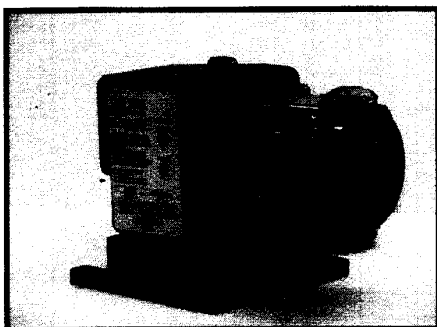
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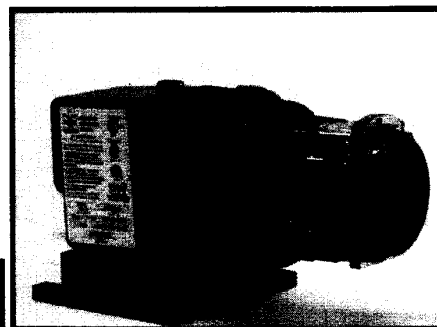
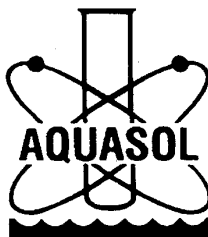
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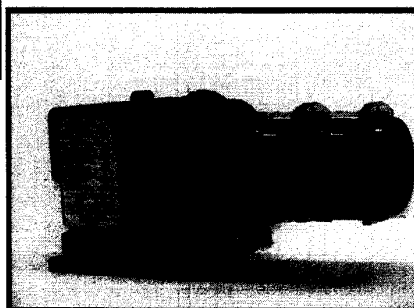
AQUASOL PERISTALTIC PUMPS



Fixed Rate



Variable Rate



Dual Head



E-mail: sales@aquasol.com
Toll Free 800-444-0675
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**Quick & Easy
Serviceability/Modular
Design**

**Less Down Time, Peristaltic
pumping action eliminates
loss of prime.**

Easy Tube Replacement

**Dependable mechanical control.
5% to 100% output
with simple turn of dial.**

**High Pressure handling
up to 100 PSI**

**Pump suitable for
most chemicals**

*Stocking a full
inventory of pumps
& parts.*

*Competitive Pricing.
We want your
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**Technical assistance
Toll Free**

Same Day Shipping

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products since
1975*

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Aquasol Controllers Houston, TX 800-444-0675

Aquasol Complete Line of High-Quality Feeders

U.S. Gallon Ranges:

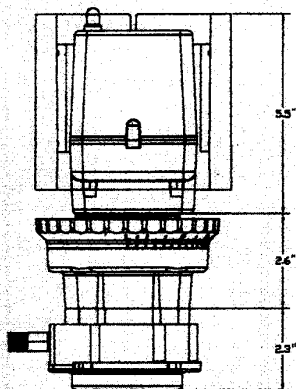
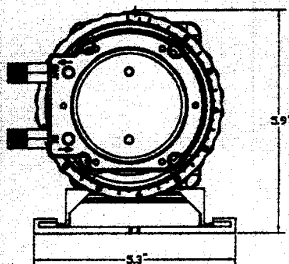
Series 45	0.2-50 GPD
Series 85	0.3-85 GPD
Series 100	0.3-100 GPD
Series 170	0.5-170 GPD

Note: Max GPD for pressures 26 to 100 psi is 40 gallons. Contact factory for details.

Metric Ranges:

Series 45	0.6-151.4 LPD
Series 85	0.9-257.4 LPD
Series 100	0.9-302.8 LPD
Series 170	1.5-514.8 LPD

Note: Max LPD for pressures 1.72 bar to 6.9 bar is 121.1 liters per day. Contact factory for details.



For double head adjustable models add additional tube housing (dimensions). For dual head/dual control add additional feed rate & tube housing (dimensions).

Completely self-priming, can operate dry

- Six interchangeable tube sizes for control of feeder output
- Precision pumping of fluids up to 170 gallons per day (514.8 liters @ 50 Hz)
- Will not clog from dirt and minor debris
- Can pump against pressure of up to 100 PSI (maximum GPD 40) up to 6.9 bar (maximum LPD 121.1)
- Check valves not required under 25 PSI (1.72 bar)
- Accurate within 2% of listed outputs
- Tube lubrication is not required
- Vertical or horizontal mount
- Spill recovery feature included

Discharge Pressures

0-100 psi; 0-6.9 bar

Output Ranges

0.2-170 gallons/day;
0.6-514.8 liters/day

Turndown Ratio

(adjustable models)
20:1, 5% to 100%
in 2.5% increments

Voltages Available

120v 60 Hz; 220v 60 Hz;
230v 50 Hz; 250v 50 Hz

Motor RPM

26 (45 & 100 series);
44 (85 & 170 series)

Amp Draw

1.70 120v; .9 220v, 230v, 250v

Horsepower

1/30 fractional

Connections

1/4", 3/8" or 6mm
Suction/Discharge tubing

Shipping Weight

6 lbs. (2.72 kg) - single head, fixed
8 lbs. (3.63 kg) - single head adjustable
8.5 lbs. (3.85 kg) - double head, fixed
9 lbs. (4.08 kg) - double head, adjustable
10 lbs. (4.53 kg) - dual head/Dual control

Viscosity

Maximum 1500 cps; over 1500 cps
consult factory

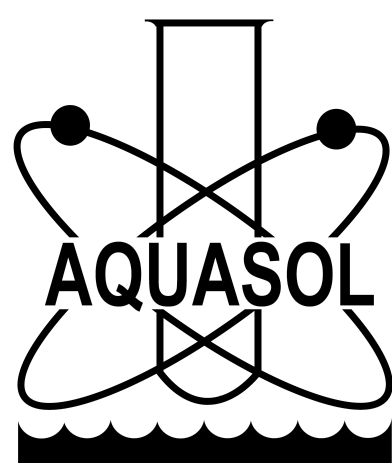
Operating Temperature

Maximum 125 degrees Fahrenheit/
51.6 degrees Celsius

NSF50, CSA & UL approved

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AQUASOL XPC

POOL CHEMICAL CONTROLLER



Detection Ranges

▶ pH:	0 - 14.00 Acid/Caustic
▶ ORP:	0 - 1000 Sanitizer
▶ Flow:	0 - 99999 GPM
▶ Pressure:	0 - 99 PSI
▶ Tank Levels:	Empty/Full

Aquasol XPC Features

INTUITIVE DISPLAY

Backlit display, no keypad, and plain English indicators.

QUALITY CERTIFIED

Proven product quality through NSF/ANSI and UL certifications.

BUILT TO LAST

IP65/NEMA 4X enclosure and 5-year electronics warranty.

SMART FEEDING

Feeds chemicals only when needed. Stops feeding during low flow.

OPERATOR ALERTS

Sends real-time alerts right to your phone when a problem is detected.

CONNECTIVITY

Integrated Wi-Fi connectivity and full cloud data backup.

History of the Company

Poolsure has been in business since 2005 under its current name, but the company's roots trace back to 1975 with the founding of its parent company, Aquasol. Decades of providing water chemical treatment and related services to our customers have provided Poolsure with the experience and resources needed to cater to municipalities such as the City of Ocala.

History of the Company over the past 3 years

Innovation is one of Poolsure's core company values. Within the past three years, Poolsure has made vast improvements in customer service and logistics through advancements in our technological infrastructure. In order to provide our customers with a better customer experience, Poolsure has adopted several new technologies that have significantly increased our ability to provide better service to our customers. The most significant of these improvements is the implementation and use of industry leading products for our entire technical services team, use of digital water analyzers, updated logistics and routing technology that helps our drivers maximize efficiency. Ensuring Reliability in chemical delivery.

Experience Relevant to the Scope of Services

Over the past 4 years we implemented a similar scope of work for the City of Houston, City of Jacksonville, and the City of Austin. Our programs ensure the pool operators are equipped with the knowledge, tools, supplies, and technology they need to maintain a swimming pool.

Experience with public entities

Poolsure is a trusted name in the industry and is a go-to provider of water treatment services. We have provided pool chemicals and equipment to the City of Ocala since 2018. Poolsure was also awarded the contracts for similar services to the City of Houston in 1999, the City of Austin in 2009 and the City of San Antonio since 2001. These contracts are still ongoing.

Resources Including # of employees, office locations & # and type of equipment

Poolsure currently has 186 employees across all of our locations. Poolsure has a total of 12 satellites, 2 of which are specifically located in the vicinity of Ocala. In instances of high volume, personnel from the Houston and Dallas satellites are able to provide additional assistance.

Poolsure has the largest US fleet of purpose-built FRP bobtail tankers designed to deliver sodium hypochlorite (liquid chlorine bleach) both safely and efficiently. Our fleet was awarded both safest fleet and personnel safety awards from the National Tank Truck Council in 2017, 2018, 2019, and 2020.

Qualifications and experience of staff

Poolsure's Field Technicians, Customer Service Agents, Logistics Specialists, Field Operations Coordinators and Account Specialists are all CPO-Certified. Poolsure has several PHTA-certified CPO instructors on staff who provide CPO certification courses throughout the year.

Additional skills, experiences, qualifications and relevant information

Poolsure's Field Technicians, Customer Service Agents, Logistics Specialists, Field Operations Coordinators and Account Specialists are all CPO-Certified. Poolsure has several NSPF-certified CPO instructors on staff who provide CPO certification courses throughout the year.

Each Poolsure driver is required to be HazMat authorized and Tanker permitted, and Poolsure's safety record is consistently in the top of our industry. Among other motor carriers in our class, the Federal Motor Carrier Safety Administration (FMCSA) ranks Poolsure in the top 6% for safe driving and top 3% for proper vehicle maintenance. In 2017, Poolsure won both a Personnel Safety Award and Competitive Safety Contest through National Tank Truck Carriers (NTIC), as well as a Large Fleet Safety Award through Presidio Insurance. Our drivers and technicians have been servicing the City of Ocala under contract number REC/211027.



1707 Townhurst Drive
Houston, Texas 77043
800-858-7665
www.poolsure.com

FACTORY CERTIFICATION

Aquasol Commercial Chemical Inc., DBA Poolsure is an Aquasol Company and the controllers that we provide are manufactured by Aquasol. All of our techs are certified to install our controllers.

HOUSTON – SAN ANTONIO – AUSTIN – CORPUS CHRISTI – RIO GRANDE VALLEY – DALLAS – FT. WORTH
ORLANDO – DAYTONA – JACKSONVILLE – ST. AUGUSTINE – MELBOURNE – TAMPA BAY
BATON ROUGE – NEW ORLEANS – MISSISSIPPI
www.poolsure.com

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet



Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Identification

Product name : Sodium Hypochlorite Solution; Commercial Chlor, Commercial Chlor Extra

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

Use of the substance/mixture : Industrial and Commercial Uses
 Uses advised against : Not determined or not applicable
 Reasons advised against : Not determined or not applicable

1.3. Details of the supplier of the safety data sheet

Poolsure
 1707 Townhurst
 Houston, TX 77043
 T 800-858-7665

1.4. Emergency telephone number

United States Chemtree 1-800-424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Corr. 1A H314
 Eye Dam. 1 H318
 Met. Corr. 1 H290

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US)



GHS05

Signal word (GHS-US)

: Danger

Hazard statements (GHS-US)

H314 - Causes severe skin burns and eye damage
 H290 - May be corrosive to metals
 H318 - Causes serious eye damage
 H335 - May cause respiratory irritation
 H401 - Toxic to aquatic life

Precautionary statements (GHS-US)

P234 - Keep only in original container
 P260 - Do not breathe dust/fume/gas/mist/vapors/spray
 P264 - Wash thoroughly after handling
 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
 P301+P330+P331+P310 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.
 P303+P361+P353+P310 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. Immediately call a POISON CENTER or doctor/physician
 P304+P340+P310 If inhaled: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a poison center or doctor/physician
 P305+P351+P338+P310 IF IN EYES: Rinse cautiously with water for several minutes.

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Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.

P310 - Immediately call a poison center/doctor

P321 - Specific treatment (see supplemental first aid instructions on this label)

P363 - Wash contaminated clothing before reuse

P390 - Absorb spillage to prevent material damage

P403+P233 Store in a well ventilated place. Keep container tightly closed

P405 - Store locked up

P406 - Store in corrosive resistant stainless steel container with a resistant inner liner

P501 - Dispose of contents and container as instructed in Section 13

2.3. Other hazards

Hazards not otherwise classified: None

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

CAS number: 7681-52-9

CAS number: 1210-73-2

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Sodium hypochlorite	(CAS No) 7681-52-9	9 - 13	Not classified
Sodium hydroxide	(CAS No) 1310-73-2	<= 1.5	Met. Corr. 1, H290 Skin Corr. 1A, H314 Eye Dam. 1, H318

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Loosen clothing as necessary and position individual in a comfortable position Maintain an unobstructed airway Get medical advice/attention if you feel unwell Take precautions to ensure your own safety Remove source of exposure or move person to fresh air and keep comfortable for breathing Immediately call a POISON CONTROL CENTER or seek medical attention If breathing has stopped, trained personnel should begin rescue breathing Avoid mouth-to-mouth contact by using a barrier device If the heart has stopped, immediately start cardiopulmonary resuscitation.
First-aid measures after skin contact	Rinse affected area with soap and water If symptoms develop or persist, seek medical attention Avoid direct contact and wear chemical protective clothing, if necessary Immediately take off all contaminated clothing Gently blot or brush away excess product Rinse skin with lukewarm, gently flowing water until medical aid is available Immediately call a POISON CONTROL CENTER or seek medical attention Wash contaminated clothing before re-use or discard
First-aid measures after eye contact	: Rinse/flush exposed eye(s) gently using water for 15-20 minutes. If symptoms develop or persist, seek medical attention Avoid direct contact and wear chemical protective gloves, if necessary Rinse eyes cautiously with lukewarm, gently flowing water for several minutes, while holding the eyelids open Remove contact lenses, if present and easy to do so Continue rinsing until medical aid is available Immediately call a POISON CONTROL CENTER or seek medical attention.
First-aid measures after ingestion	: Rinse mouth thoroughly Seek medical attention if irritation, discomfort, or vomiting persists Immediately call a POISON CONTROL CENTER or seek medical attention Do not induce vomiting and rinse mouth If vomiting occurs naturally, lie on your side, in the recovery position If breathing has stopped, trained personnel should begin rescue breathing Avoid mouth-to-mouth contact by using a barrier device If the heart has stopped, immediately start cardiopulmonary resuscitation (CPR)

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Inhalation of vapors will irritate breathing passages and may cause breathing difficulty.
Symptoms/injuries after skin contact	: Causes severe burns. May cause permanent damage if not treated properly.
Symptoms/injuries after eye contact	: Causes eye damage. May cause permanent damage if not treated properly.
Symptoms/injuries after ingestion	: Ingestion will cause burning sensation in mouth, throat and stomach. Will cause membrane irritation and pain and inflammation to digestive tract, Could cause vomiting and shock

4.3. Indication of any immediate medical attention and special treatment needed

Delayed symptoms and effects:	: Not determined or not applicable
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Sodium Hypochlorite Solution

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Specific Treatment: : Not determined or not applicable
 Notes for the Doctor: : Not determined or not applicable

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Use appropriate fire suppression agents for adjacent combustible materials or sources of ignition
 Unsuitable extinguishing media : Not determined or not applicable.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Thermal decomposition can lead to release of irritating gases and vapors May form corrosive mixtures with water Special protective equipment for firefighters:
 : May form corrosive mixtures with water.
 Explosion hazard : Not determined or not applicable

5.3. Advice for firefighters

Protection during firefighting : Use typical firefighting equipment, self-contained breathing apparatus, special tightly sealed suit

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Ensure adequate ventilation Ensure air handling systems are operational Wear protective eye wear, gloves and clothing

6.1.2. For emergency responders

Ensure adequate ventilation Ensure air handling systems are operational Wear protective eye wear, gloves and clothing

6.2. Environmental precautions

Should not be released into the environment Prevent from reaching drains, sewer or waterway.

6.3. Methods and material for containment and cleaning up

For containment : Stop the flow of material, if this is without risk.
 Methods for cleaning up : Leaking product may be transferred to clean plastic containers. Dilute small spills with water and add sodium sulfite or sodium metabisulfite and flush to sewer. Avoid runoff to ground water, surface water and sanitary sewers For major spills contain the spill and call supplier Place in an approved container and dispose in accordance with local, state and federal regulations.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid contact with eyes, skin and clothing.
 : Use only with adequate ventilation
 : Avoid breathing mist or vapor
 : Do not eat, drink, smoke or use personal products when handling chemical substances

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Use polyethylene, polypropylene, FRP or PVC containers. Store product at- 10C to 30C and away from sunlight or heat. Keep containers closed when not in use and keep out of reach of children.
 : Keep container tightly sealed
 : Protect from freezing and physical damage
 : Store in a cool, well ventilated area
 : Store in corrosive resistant container with resistant inner lining

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Only those substances with limit values have been included below. Occupational Exposure limit values:

Sodium hydroxide (1310-73-2)		
WEEL	hypochlorite 7681-52-9 STEL (15 min.)	2 mg/m3
ACGIH	Sodium hydroxide 1310-73-2 ACGIH TLV C	2.0 mg/m3
United States (OSHA)	Sodium hydroxide 1310-73-2 OSHA PEL TWA	2.0 mg/m3

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NIOSH	Sodium hydroxide 1310-73-2 NIOSH REL	2.0 mg/m3
Sodium hydroxide	1310-73-2 NIOSH IDLH	10.0 mg/m3

Biological limit values:

No biological exposure limits noted for the ingredient(s). Information on monitoring procedures:

Monitoring of the concentration of substances in the breathing zone of workers or in the general workplace may be required to confirm compliance with an OEL and adequacy of exposure controls. Biological monitoring may also be appropriate for some substances. Appropriate engineering controls:

Avoid contact with skin, eyes and clothing. Wash hands before breaks and at the end of work. Wash contaminated clothing before reuse.

8.2. Exposure controls

Hand protection	: Skin and body protection. Select glove material impermeable and resistant to the substance. Wear appropriate clothing to prevent any possibility of skin contact. Respiratory protection
Eye protection	: Safety goggles or glasses, or appropriate eye protection. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of use or handling. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapor and mists below the applicable workplace exposure limits (Occupational Exposure Limits-OELs) indicated above
Skin and body protection	: Wear suitable working clothes.
Respiratory protection	: If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Color	: Light Yellow / Green
Odor	: Chlorine
Odor threshold	: Not determined or not applicable
pH	: 12.3 - 12.9
Melting point	: Not determined or not applicable
Freezing point	: Not determined or not applicable
Boiling point	: 105 °C (221°F)
Flash point (closed cup)	: Not determined or not applicable
Relative evaporation rate (butyl acetate=1)	: Not determined or not applicable
Flammability (solid, gas)	: Not determined or not applicable
Explosion limits	: Not determined or not applicable
Explosive properties	: Not determined or not applicable
Oxidizing properties	: Not determined or not applicable
Vapor pressure	: 22 mm Hg @ 20°C (68°F)
Vapor Density	: Not determined or not applicable
Specific gravity	: 1.14 – 1.20
Relative density 20 °C (68°C)	: 1.15 Solubilities Miscible with water
Solubility	: Miscible with water.
Partition coefficient (-octanol/water)	: Not determined or not applicable
Log Pow	: Not determined or not applicable
Auto-ignition temperature	: Not determined or not applicable
Decomposition temperature	: Not determined or not applicable
Viscosity	: Not determined or not applicable
Viscosity, kinematic	: Not determined or not applicable
Viscosity, dynamic	: Not determined or not applicable

9.2. Other information

No additional information available

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SECTION 10: Stability and reactivity

10.1. Reactivity

Does not react under normal conditions of use and storage

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Stable under normal conditions of use and storage.

10.4. Conditions to avoid

Temperature above 40°C, sunlight and metals

10.5. Incompatible materials

Acids, ammonia, urea, metals & oxidizers

10.6. Hazardous decomposition products

Chlorine gas released by contact with acids. Contact with ammonia or urea produces nitrogen gas and chloramines. Oxygen is released on contact with metals.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity	: Based on available data, the classification criteria are not met.
Skin corrosion/irritation	: Causes severe skin burns and eye damage
Serious eye damage/irritation	: Causes serious eye damage
Respiratory or skin sensitization	: Based on available data, the classification criteria are not met. Product data: No data available
Germ cell mutagenicity	: Based on available data, the classification criteria are not met. Product data: No data available
Carcinogenicity	: Not classified
Reproductive toxicity	: Based on available data, the classification criteria are not met. Product data: No data available
Specific target organ toxicity (single exposure)	: May cause respiratory irritation Product data: No data available. Substance data: No data available
Specific target organ toxicity (repeated exposure)	: Based on available data, the classification criteria are not met. Product data: No data available. Substance data: No data available
Aspiration hazard	: Based on available data, the classification criteria are not met. Product data: No data available. Substance data: No data available

SECTION 12: Ecological information

12.1. Toxicity

Acute (short-term) toxicity

Assessment: Toxic to aquatic life

Sodium hypochlorite (7681-52-9)	
LC50 Silver Salmon	32 ug/L – 96 h Chronic (long term) toxicity; Species Oncorhynchus kisutch
EC50 Daphnia Magna	1700ug/L – 48 h

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Sodium hydroxide (1310-73-2)

LC50 fish 1	45.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
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12.2. Persistence and degradability

No data available

12.3. Bioaccumulative potential

No data available

12.4. Mobility in soil

No data available

12.5. Other adverse effects

Effect on the global warming : Not determined or not applicable

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : It is the responsibility of the waste generator to properly characterize all waste materials according to applicable regulatory entities

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN1791 Hypochlorite solutions

UN-No.(DOT) : UN1791

Proper Shipping Name (DOT) : Hypochlorite solutions

Transport hazard class(es) (DOT) : 8 - Class 8 - Corrosive material 49 CFR 173.136

Hazard labels (DOT) : 8 - Corrosive



Packing group (DOT) : III - Environmental Hazard Marine Pollutant

DOT Packaging Non Bulk (49 CFR 173.xxx) : 203

DOT Packaging Bulk (49 CFR 173.xxx) DOT : Transport in Bulk according to Annex of MARPOL 73/78 and the IBC

Special Provisions (49 CFR 172.102) DOT : None

Packaging Exceptions (49 CFR 173.xxx) : 154

Reportable Quantity (RQ) : 100 pounds (45.4 kg) or 100 gallons (based on 10% active ingredient)

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SECTION 15: Regulatory information

15.1. US Federal regulations

Sodium hypochlorite (7681-52-9)

Listed Significant New Use Rule (TSCA Section 5)

Sodium hydroxide (1310-73-2)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State regulations

Inventory listing (TSCA):

7681-52-9 Sodium hypochlorite Listed 1310-73-2 Sodium hydroxide: Not determined.

Export notification under TSCA Section 12(b): Not determined. SARA Section 311/312 hazards:

Acute Chronic Fire Pressure Reactive Yes

SARA Section 302 extremely hazardous substances: Not determined.

SARA Section 313 toxic chemicals: Not determined. CERCLA:

Sodium hypochlorite (7681-52-9)

U.S. - Massachusetts - Right To Know List

U.S. - Minnesota - Hazardous Substance List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

Sodium hydroxide (1310-73-2)

U.S. - Massachusetts - Right To Know List

U.S. - Minnesota - Hazardous Substance List

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

Abbreviations and Acronyms: None Disclaimer:

This product has been classified in accordance with OSHA HCS 2012 guidelines. The information provided in this SDS is correct, to the best of our knowledge, based on information available. The information given is designed only as a guidance for safe handling, use, storage, transportation and disposal and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials, unless specified in the text. The responsibility to provide a safe workplace remains with the user.

NFPA: 3-0-2 HMIS: 3-0-2 Initial preparation date: 10.02.2017

Full text of H-phrases:

Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage

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Sodium Hypochlorite	
HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	2
PERSONAL PROTECTION	

Rev: 09/29/2020

End of Safety Data Sheet

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Sulfuric Acid

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

Use of the substance/mixture : Industrial and Commercial Uses

1.3. Details of the supplier of the safety data sheet

Poolsure
1707 Townhurst
Houston, TX 77043
T 800-858-7665

1.4. Emergency telephone number

1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Corr. 1A H314
Eye Dam. 1 H318
Carc. 1A H350

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS05

Signal word (GHS-US) :

Danger

Hazard statements (GHS-US) :

H314 - Causes severe skin burns and eye damage

Precautionary statements (GHS-US) :

P260 - Do not breathe dust/fume/gas/mist/vapors/spray
P264 - Wash thoroughly after handling
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting
P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call a poison center/doctor
P363 - Wash contaminated clothing before reuse
P405 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Sulfuric acid	(CAS No) 7664-93-9	35-38	Carc. 1A, H350 Skin Corr. 1A, H314 Eye Dam. 1, H318

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention.
First-aid measures after skin contact	: Immediately flush skin with plenty of water. Remove contaminated clothing. Get medical attention if symptoms occur. Wash clothing before reuse.
First-aid measures after eye contact	: Flush eyes with tempered water (60-100 °F) for 15 minutes minimum. Consult a physician or other health care professional.
First-aid measures after ingestion	: Rinse mouth with large amounts of water. If swallowed, DO NOT induce vomiting. Give victim large amounts of milk, egg whites, or water. Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: Corrosive to nose, throat and lungs.
Symptoms/injuries after skin contact	: Causes severe burns.
Symptoms/injuries after eye contact	: Corrosive to the eyes, may cause chemical burn, severe damage including blindness.
Symptoms/injuries after ingestion	: Can burn mouth, throat and stomach.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Use any means suitable for extinguishing the surrounding fire. Water spray may be used to keep fire exposed containers cool. Run-off from ruptured containers needs to be isolated, prevent run-off from entering the environment.
Unsuitable extinguishing media	: None.

5.2. Special hazards arising from the substance or mixture

Fire hazard	: When heated to decomposition, emits toxic fumes.
Explosion hazard	: Product is not flammable but reactive with alkali materials, combustible materials, organics and water. May release explosive hydrogen gas inside storage tanks, drums tank cars and tank trucks.

5.3. Advice for firefighters

Protection during firefighting	: Firefighters should wear full protective gear.
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SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

For containment	: Stop the flow of material, if this is without risk.
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Methods for cleaning up : For small spill : Absorb liquid with appropriate absorbent and place in sealed container for disposal.

Large spills : Stop leak at it's source if you are able to do so safely. Dike area to contain spill. Take precautions as necessary to prevent material from entering sewers or storm drains or contamination of ground and surface waters. Wear appropriate personal protective equipment as outlined in Section 8 during clean up operations. Extreme caution should be exercised during clean up operations as surfaces where material has been spilled are likely to become very slippery. Collect spilled material into containers using pumps or other means if it is possible to do so safely. Recover spilled material using chemically neutral absorbent such as ground clay or vermiculite, and collect into closed containers for disposal. Do not flush to sewer. If area of spill is porous, remove as much contaminated earth and gravel, etc. as necessary and place in closed containers for disposal.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid contact with eyes, skin and clothing.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Sulfuric acid (7664-93-9)		
ACGIH	ACGIH TWA (mg/m ³)	0.2 mg/m ³ (thoracic fraction)
OSHA	OSHA PEL (TWA) (mg/m ³)	1 mg/m ³

8.2. Exposure controls

Hand protection : Use acid resistant gloves.

Eye protection : Chemical goggles or safety glasses.

Skin and body protection : Wear suitable working clothes.

Respiratory protection : No respiratory protection required under normal handling conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Liquid

Color : Colorless

Odor : Odorless.

Odor threshold : No data available

pH : < 1

Melting point : No data available

Freezing point : (16.3°F) to (-28°F)

Boiling point : ≈ (210°F) to (340°F)

Flash point : No data available

Relative evaporation rate (butyl acetate=1) : No data available

Flammability (solid, gas) : No data available

Explosion limits : No data available

Explosive properties : No data available

Oxidizing properties : No data available

Vapor pressure : No data available

Specific gravity : 1.1 - 1.67 at (60°F)

Relative vapor density at 20 °C : No data available

Solubility	: Miscible with water.
Log Pow	: No data available
Log Kow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

None.

10.5. Incompatible materials

Strong alkalis, ammonia, oxidizing agents, chlorates, powdered chromium, manganese, or aluminum, halogens (e.g., fluorine, chlorine) interhalogens (e.g., chlorine trifluoride), metal oxides, hydrides, azides, acetylides, sodium carbide.

10.6. Hazardous decomposition products

Hydrogen gas and oxides of sulfur SO_x.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Sulfuric acid (7664-93-9)	
LD50 oral rat	2140 mg/kg
LC50 inhalation rat (mg/l)	510 mg/m ³ (Exposure time: 2 h)
ATE US (oral)	2140.000 mg/kg

Skin corrosion/irritation : Causes severe skin burns and eye damage.
pH: < 1

Serious eye damage/irritation : Causes serious eye damage.
pH: < 1

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : The International Agency for Research on Cancer (IARC) has determined that occupational exposure to strong inorganic-acid mists containing sulfuric acid is carcinogenic to humans. This product does not evolve acid mists under normal product use conditions.

Sulfuric acid (7664-93-9)	
IARC group	1 - Carcinogenic to humans
In OSHA Hazard Communication Carcinogen list	Yes

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Sulfuric acid (7664-93-9)

LC50 fish 1	> 500 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
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12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

Sulfuric acid (7664-93-9)

BCF fish 1	(no bioaccumulation)
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12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN2796 Sulfuric acid (with not more than 51% acid), 8, II

UN-No.(DOT) : UN2796

Proper Shipping Name (DOT) : Sulfuric acid
with not more than 51% acid

Transport hazard class(es) (DOT) : 8 - Class 8 - Corrosive material 49 CFR 173.136

Hazard labels (DOT) : 8 - Corrosive



Packing group (DOT) : II - Medium Danger

DOT Packaging Non Bulk (49 CFR 173.xxx) : 202

DOT Packaging Bulk (49 CFR 173.xxx) : 242

Reportable Quantity (RQ): : 1000 pounds (454 kg) or 1720 gallons (based on 38% active ingredient)

DOT Special Provisions (49 CFR 172.102)	<p>: A3 - For combination packaging, if glass inner packaging (including ampoules) are used, they must be packed with absorbent material in tightly closed metal receptacles before packing in outer packaging.</p> <p>A7 - Steel packaging must be corrosion-resistant or have protection against corrosion.</p> <p>B2 - MC 300, MC 301, MC 302, MC 303, MC 305, and MC 306 and DOT 406 cargo tanks are not authorized.</p> <p>B15 - Packaging must be protected with non-metallic linings impervious to the lading or have a suitable corrosion allowance.</p> <p>IB2 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized.</p> <p>N6 - Battery fluid packaged with electric storage batteries, wet or dry, must conform to the packaging provisions of 173.159 (g) or (h) of this subchapter.</p> <p>N34 - Aluminum construction materials are not authorized for any part of a packaging which is normally in contact with the hazardous material.</p> <p>T8 - 4 178.274(d)(2) Normal..... Prohibited</p> <p>TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: tr is the maximum mean bulk temperature during transport, tf is the temperature in degrees celsius of the liquid during filling, and a is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (tf) and the maximum mean bulk temperature during transportation (tr) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: d15 and d50 are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively.</p> <p>TP12 - This material is considered highly corrosive to steel.</p>
DOT Packaging Exceptions (49 CFR 173.xxx)	: 154
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27)	: 1 L
DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75)	: 30 L
DOT Vessel Stowage Location	: B - (i) The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers, or one passenger per each 3 m of overall vessel length; and (ii) "On deck only" on passenger vessels in which the number of passengers specified in paragraph (k)(2)(i) of this section is exceeded.
Other information	: No supplementary information available.

SECTION 15: Regulatory information

15.1. US Federal regulations

Sulfuric acid (7664-93-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on the United States SARA Section 302	
Subject to reporting requirements of United States SARA Section 313	
SARA Section 302 Threshold Planning Quantity (TPQ)	1000
SARA Section 313 - Emission Reporting	1.0 % (acid aerosols including mists, vapors, gas, fog, and other airborne forms of any particle size)

15.2. US State regulations

Sulfuric acid (7664-93-9)	
U.S. - Massachusetts - Right To Know List	
U.S. - Minnesota - Hazardous Substance List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

SECTION 16: Other information

Full text of H-phrases:

Carc. 1A	Carcinogenicity Category 1A
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H350	May cause cancer

Rev: 09/29/2020

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

Safety Data Sheet

**Section 1: Identification of the Substance/Mixture and of the Company/Undertaking****1.1 Product identifier**

Product Name • 94-97% Calcium Chloride Mini-Pellets
SDS Number/Grade • CC-01

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

Relevant identified use(s) • Concrete acceleration, Drilling fluid additive, Dust control

1.3 Details of the supplier of the safety data sheet

Manufacturer • Cal-Chlor Corporation
627 Jefferson Street
Lafayette, LA 70501
United States
www.Cal-Chlor.com
mscelsa@cal-chlor.com

Telephone (General) • 1-800-245-6743

1.4 Emergency telephone number

Manufacturer • 800-424-9300 - CHEMTREC

Section 2: Hazards Identification**EU/EEC**

According to Regulation (EC) No 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Acute Toxicity Oral 4 - H302
Eye Irritation 2 - H319
DSD/DPD • Harmful (Xn)
Irritant (Xi)
R22, R36

2.2 Label Elements

CLP

WARNING



- Hazard statements** • H302 - Harmful if swallowed
H319 - Causes serious eye irritation

Precautionary statements

- Prevention** • P264 - Wash thoroughly after handling.
P270 - Do not eat, drink or smoke when using this product.
P280 - Wear eye/face protection , .
- 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.
P301+P312 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician if you feel unwell.
P330 - Rinse mouth.
- Storage/Disposal** • P501 - Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

DSD/DPD



- Risk phrases** • R22 - Harmful if swallowed.
R36 - Irritating to eyes.
- Safety phrases** • S26 - In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

2.3 Other Hazards

- CLP** • According to Regulation (EC) No. 1272/2008 (CLP) this material is considered hazardous.
- DSD/DPD** • This product is considered dangerous according to the European Directive 67/548/EEC.

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

- OSHA HCS 2012** • Acute Toxicity Oral 4 - H302
Eye Irritation 2 - H319

2.2 Label elements

OSHA HCS 2012

WARNING



- Hazard statements** • Harmful if swallowed - H302
Causes serious eye irritation - H319

Precautionary statements

- Prevention** • Wash thoroughly after handling. - P264
Do not eat, drink or smoke when using this product. - P270
Wear eye/face protection , . - P280
- Response** • IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. - P305+P351+P338
If eye irritation persists: Get medical advice/attention. - P337+P313
IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician if you feel unwell. - P301+P312
Rinse mouth. - P330
- Storage/Disposal** • Dispose of content and/or container in accordance with local, regional, national, and/or

international regulations. - P501

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

2.1 Classification of the substance or mixture

WHMIS

- Other Toxic Effects - D2B

2.2 Label elements

WHMIS



- Other Toxic Effects - D2B

2.3 Other hazards

WHMIS

- 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

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Calcium chloride	CAS:10043-52-4 EC Number:233-140-8 EU Index:017-013-00-2	94% TO 97%	Ingestion/Oral-Rat LD50 • 1 g/kg	EU DSD/DPD: Annex VI, Table 3.2: Xi R36; Additional Self Classification: Xn R22 EU CLP: Annex VI, Table 3.1: Eye Irrit. 2, H319; Additional Self Classification: Acute Tox. 4, H302 OSHA HCS 2012: Eye Irrit. 2; Acute Tox. 4 (orl)	NDA
Potassium chloride	CAS:7447-40-7 EC Number:231-211-8	2% TO 3%	Ingestion/Oral-Rat LD50 • 2600 mg/kg	EU DSD/DPD: Self Classified: Xi R36 EU CLP: Self Classified: Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	NDA
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	1% TO 2%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Self Classified: Xi R36 EU CLP: Self Classified: Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	NDA

3.2 Mixtures

- Material does not meet the criteria of a mixture.

Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation	<ul style="list-style-type: none">• Move victim to fresh air. Give artificial respiration if victim is not breathing. Administer oxygen if breathing is difficult. If signs/symptoms continue, get medical attention.
Skin	<ul style="list-style-type: none">• In case of contact with substance, immediately flush skin with running water for at least 20 minutes.
Eye	<ul style="list-style-type: none">• In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
Ingestion	<ul style="list-style-type: none">• Do NOT induce vomiting. Rinse mouth. Give one cup (8 ounces or 240 mL) of water or milk if available. Do not give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician

- 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 • In case of fire use media as appropriate for surrounding fire.

Unsuitable Extinguishing Media • No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards • Material does not burn.

Hazardous Combustion Products • No data available.

5.3 Advice for firefighters

- Wear positive pressure self-contained breathing apparatus (SCBA). Structural firefighters' protective clothing will only provide limited protection. 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.

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions • Do not walk through spilled material. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Spilled material may cause a slipping hazard.

Emergency Procedures • Keep unauthorized personnel away. Ventilate closed spaces before entering.

6.2 Environmental precautions

- Avoid release to the environment.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures • Avoid generating dust.
SMALL DRY SPILLS: With clean shovel place material into clean, dry container and cover loosely; move containers from spill area.
Flush residue with plenty of water.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use only with adequate ventilation. Avoid contact with skin, eyes, and clothing. Do not taste or swallow. Heat developed during diluting or dissolving is very high. Use cool water when diluting or dissolving (temperature less than 80°F, 27°C). Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Keep container tightly closed. Store in a cool, dry place. Protect from moisture.

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

- No applicable exposure limits available for product or components.

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. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Personal Protective Equipment

Respiratory

- For limited exposure use an N95 dust mask. For prolonged exposure use an air-purifying respirator with high efficiency particulate air (HEPA) filters. Follow the OSHA respirator regulations found in 29 CFR 1910.134 or European Standard EN 149. Use a NIOSH/MSHA or European Standard EN 149 approved respirator if exposure limits are exceeded or symptoms are experienced.

Eye/Face

- Wear safety goggles.

Skin/Body

- Wear appropriate gloves.

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.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	White pellets with no odor.
Color	White	Odor	Odorless
Odor Threshold	Not relevant		
General Properties			
Boiling Point	Not relevant	Melting Point	772 C(1421.6 F) (approximately)
Decomposition Temperature	Data lacking	pH	Not relevant
Specific Gravity/Relative Density	Not relevant	Bulk Density	51 to 57 lb(s)/ft ³ (estimated)
Water Solubility	Soluble	Viscosity	Data lacking
Explosive Properties	Data lacking	Oxidizing Properties:	Data lacking

Volatility			
Vapor Pressure	Negligible	Vapor Density	Not relevant
Evaporation Rate	Not relevant		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Data lacking		
Environmental			
Octanol/Water Partition coefficient	Not relevant		

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

- Stable under normal temperatures and pressures.

10.3 Possibility of hazardous reactions

- Hazardous polymerization not indicated.

10.4 Conditions to avoid

- Avoid moisture.

10.5 Incompatible materials

- Heat is generated when mixed with water. Spattering and boiling can occur. Avoid contact with sulfuric acid. Corrosive when wet. Flammable hydrogen may be generated from contact with metals such as zinc and sodium. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromate.

10.6 Hazardous decomposition products

- Does not decompose.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Components		
Calcium chloride (94% TO 97%)	10043-52-4	Acute Toxicity: Ingestion/Oral-Rat LD50 • 1 g/kg
Impurities, Stabilizers, etc...		
Potassium chloride (2% TO 3%)	7447-40-7	Acute Toxicity: Ingestion/Oral-Rat LD50 • 2600 mg/kg; Irritation: Eye-Rabbit • 500 mg 24 Hour(s) • Mild irritation
Sodium chloride (1% TO 2%)	7647-14-5	Acute Toxicity: Ingestion/Oral-Rat LD50 • 3000 mg/kg; Irritation: Eye-Rabbit • 10 mg • Moderate irritation; Skin-Rabbit • 500 mg 24 Hour(s) • Mild irritation

GHS Properties	Classification
----------------	----------------

Acute toxicity	EU/CLP • Acute Toxicity - Oral 4 OSHA HCS 2012 • Acute Toxicity - Oral 4
Aspiration Hazard	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Carcinogenicity	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Germ Cell Mutagenicity	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Skin corrosion/Irritation	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Skin sensitization	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
STOT-RE	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
STOT-SE	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Toxicity for Reproduction	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Respiratory sensitization	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Serious eye damage/Irritation	EU/CLP • Eye Irritation 2 OSHA HCS 2012 • Eye Irritation 2

Route(s) of entry/exposure

- Inhalation, Skin, Eye, Ingestion

Medical Conditions

- Disorders of the lungs.

Aggravated by Exposure**Potential Health Effects****Inhalation****Acute (Immediate)**

- Exposure to dust may cause irritation. Processes such as cutting, grinding, crushing, or impact may result in generation of excessive amounts of airborne dusts in the workplace. Nuisance dust may affect the lungs but reactions are typically reversible.

Chronic (Delayed)

- No data available

Skin**Acute (Immediate)**

- Exposure to dust may cause mechanical irritation.

Chronic (Delayed)

- No data available.

Eye**Acute (Immediate)**

- Causes serious eye irritation. Excessive concentrations of nuisance dust in the workplace may reduce visibility and may cause unpleasant deposits in eyes.

Chronic (Delayed)

- No data available.

Ingestion**Acute (Immediate)**

- Harmful if swallowed. Excessive concentrations of nuisance dust in the workplace may cause mechanical irritation to mucous membranes.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

MLD = Mild

MOD = Moderate

Section 12 - Ecological Information

12.1 Toxicity

94-97% Calcium Chloride Mini-Pellets					
Dosage	Species	Duration	Results	Exposure Conditions	Comments
8350 to 10650 mg/L	Fish: Bluegill	NDA	LC50	NDA	Data for Calcium Chloride
759 to 3005 mg/L	Crustacea: Daphnia magna	NDA	EC50	NDA	Data for Calcium Chloride
= 4236 mg/L	Fish: Rainbow Trout	96 Hour(s)	LC50	NDA	Data for Potassium Chloride
= 590 mg/L	Crustacea: Daphnia magna	24 Hour(s)	EC50	NDA	Data for Potassium Chloride
= 3470 mg/L	Water Flea: Ceriodaphnia Dubia	96 Hour(s)	LC50	NDA	Data for Potassium Chloride
= 10610 mg/L	Fish: Fathead minnow	NDA	LC50	NDA	Data for Sodium Chloride
= 4571 mg/L	Crustacea: Daphnia magna	NDA	LC50	NDA	Data for Sodium Chloride

12.2 Persistence and degradability

- Biodegradation is not applicable.

12.3 Bioaccumulative potential

- No bioconcentration is expected because of the relatively high water solubility.

12.4 Mobility in Soil

- Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- Material is practically non-toxic to aquatic organisms on an acute basis. (LC50/EC50/EL50/LL50 >100mg/L in the most sensitive species tested).

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste

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

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	NDA	Not Regulated	NDA	NDA	NDA
TDG	NDA	Not Regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not Regulated	NDA	NDA	NDA

IATA/ICAO	NDA	Not Regulated	NDA	NDA	NDA
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14.6 Special precautions for user • None specified.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 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

Inventory						
Component	CAS	Australia AICS	Canada DSL	Canada NDSL	China	EU EINECS
Calcium chloride	10043-52-4	Yes	Yes	No	Yes	Yes
Potassium chloride	7447-40-7	Yes	Yes	No	Yes	Yes
Sodium chloride	7647-14-5	Yes	Yes	No	Yes	Yes
Inventory (Con't.)						
Component	CAS	EU ELNICS	Japan ENCS	Korea KECL	New Zealand	TSCA
Calcium chloride	10043-52-4	No	Yes	Yes	Yes	Yes
Potassium chloride	7447-40-7	No	Yes	Yes	Yes	Yes
Sodium chloride	7647-14-5	No	Yes	Yes	Yes	Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

• Calcium chloride	10043-52-4	D2B Uncontrolled product according to WHMIS classification criteria (including 23.8%)
• Potassium chloride	7447-40-7	
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment

Canada - CEPA - Priority Substances List

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

Germany

Environment**Germany - Water Classification (VwVwS) - Annex 1**

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

Germany - Water Classification (VwVwS) - Annex 2 - Water Hazard Classes

• Calcium chloride	10043-52-4	ID Number 220, hazard class 1 - low hazard to waters
• Potassium chloride	7447-40-7	ID Number 230, hazard class 1 - low hazard to waters
• Sodium chloride	7647-14-5	ID Number 270, hazard class 1 - low hazard to waters

Germany - Water Classification (VwVwS) - Annex 3

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States**Labor****U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals**

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
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• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - TSCA (Toxic Substances Control Act) - Section 5 - New Chemicals Program (NCP) Chemical Categories

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

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

• Calcium chloride	10043-52-4	Not Listed
• Potassium chloride	7447-40-7	Not Listed
• Sodium chloride	7647-14-5	Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information**Last Revision Date**

- 04/March/2014

Preparation Date

- 04/March/2014

Disclaimer/Statement of Liability

- The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. No warranty of merchantability or fitness for a particular purpose, or warranty or guaranty of any other kind, express or implied, is made regarding performance, safety, suitability, stability or otherwise. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and Cal-Chlor assumes no liability whatsoever for the use of or reliance upon this information. No suggestions for the use are intended as, and nothing herein shall be construed as a recommendation to infringe any existing patents or to violate any federal, state, local or foreign laws. OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees.

Key to abbreviations

NDA = No data available



SODIUM BICARBONATE

Safety Data Sheet

Section 1: Identification	
Product Name: SODIUM BICARBONATE	Emergency Phone Number: CHEMTREC: 800-424-9300
Other Identification: Baking Soda, Bicarbonate of Soda, Sodium Hydrogen Carbonate	CAS#: 144-55-8
Manufacturer: Natural Soda LLC 3200 County Road 31 Rifle, Colorado 81650 USA	Intended Use: food and baking ingredient, specialty products, fire retardant, animal nutrition, pharmaceutical, household and personal care, mild cleaners, general industrial.
Phone Number: 1-970-878-3674	
Section 2: Hazard(s) Identification	
Classification of Substance Classification (GHS-US): Not Classified	Other Hazards Inhalation: Breathing dusts may cause coughing or difficulty breathing.
Label Elements GHS-US Labeling: No applicable labeling	Eye Contact: Direct eye contact may cause irritation, reddening or tearing.
Unknown Acute Toxicity (GHS-US) Not available	Skin Contact: Direct contact may cause irritation.
Section 3: Composition / Information on Ingredients	
Substance	CAS#: 144-55-8
Common Name: Sodium Bicarbonate	Formula: NaHCO ₃
Chemical Names: Sodium Bicarbonate, Bicarbonate of Soda Sodium Hydrogen Carbonate	Purity: 99+% (w/w)
	Impurities: No impurities relevant for classification and labeling.
Section 4: First-aid Measures	
Most Important Symptoms and Effects, Acute and Delayed General: None expected under normal conditions of use.	Description of First-Aid Measures General: No known delayed effects. Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice.
Eye Contact: Contact may cause irritation due to mechanical abrasion.	Eye Contact: Immediately rinse eyes with water. Remove any contact lenses, and continue flushing eyes with running water for at least 15 minutes. Get immediate medical attention.
Skin: Contact with large amounts of dust may cause mechanical irritation.	Skin: Wash affected areas with plenty of water, and soap if available, for several minutes. Seek medical attention if irritation develops or persists.
Inhalation: Prolonged inhalation of dust may cause respiratory irritation.	Inhalation: Remove from area to fresh air. Seek medical attention if respiratory irritation develops or if breathing becomes difficult.
Ingestion: Large doses may product systemic alkalosis and expansion in extracellular fluid volume with edema.	Ingestion: May cause nausea, vomiting and abdominal pain. Large doses can cause alkalosis.
Indication of Any Immediate Medical Attention and Special Treatment Needed If exposed or concerned, get medical advice and attention.	
Section 5: Fire-fighting Measures	
General: This product will not burn, and can be used a dry powder extinguishing medium.	
Extinguishing Media Suitable Extinguishing Media: Use material suitable for surrounding fire conditions. Unsuitable Extinguishing Media: none.	Advice for Firefighters No special precautions required.
Special Hazards Arising from the Substance Fire Hazard: Not Flammable Explosion Hazards: Not Explosive Reactivity: Hazardous reactions will not occur under normal conditions.	General Measures: Wear self-contained breathing apparatus when entering area unless atmosphere is proved to be safe. Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection. Hazardous Combustion Products: CO ₂ (displacement of breathable atmosphere).
Section 6: Accidental Release Measures	
General Personal Precautions, Protective Equipment and Emergency Procedures: For dry spills, sweep or shovel and place in containers for disposal in accordance with applicable regulations (see Disposal Considerations section). Handle in accordance with good industrial hygiene and safety practice. Avoid formation of dust. Avoid excess skin and eye contact. Avoid contamination of bodies of water during cleanup.	
For Non-Emergency Personnel Keep dust levels to a minimum Wear suitable personal protective equipment	Environmental Precautions Avoid any mixture with an acid into sewer or drain (CO ₂ gas formation)
For Emergency Personnel Equip cleanup crew with proper protection. Ventilate area.	Methods for Containment: vacuum or shovel into bags Methods for Cleanup: Avoid generation of dust during cleanup of spills. Keep in suitable closed labeled container for disposal.
Section 7: Handling and Storage	
Precautions for Safe Handling: Avoid contact with eyes, skin and clothing. Wash hands thoroughly with soap and water after handling and before eating, drinking or smoking.	Conditions for Safe Storage: Store in a cool, dry and well-ventilated location. Good housekeeping should be maintained to minimize dust accumulation and generation. Incompatibilities: Keep away from acids, water.



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Section 8: Exposure Controls / Personal Protection	
Control Parameters (Particles not otherwise classified) US ACGIH (TWA) : 3 mg/m ³ Respirable Dust 10 mg/m ³ Total Dust US OSHA PEL (TWA): 5 mg/m ³ Respirable Dust 15 mg/m ³ Total Dust Engineering Controls: Use local exhaust ventilation to keep airborne levels below exposure limits.	Eye Protection: Use vented goggles or safety glasses in excessively dusty conditions Skin Protection: Not required under normal conditions. Use gloves and protective clothing if excessively dusty, or if skin is damaged Respiratory Protection: None required where adequate ventilation is provided. If airborne concentrations are high, use a NIOSH/MSHA approved respirator that has been selected by a technically qualified person for the specific work conditions.
Section 9: Physical and Chemical Properties	
Appearance: White granular solid	Explosive Limits: Not applicable
Odor: No odor	Vapor Pressure: Not applicable
Odor threshold: Not applicable	Vapor Density: Not applicable
pH Value: 1% Solution = 8.0-8.5	Bulk Density: 60 lbs/ ft ³
Melting Point: Decomposes above 50°C without melting	Specific Gravity: (H ₂ O=1 @ 4°C): 2.16
Boiling Point: Not applicable	Solubility In Water: 8.8% at 20°C
Flash Point: Not Applicable	Partition coefficient: Not applicable (inorganic substance)
Evaporation Rate: Not applicable	Auto-ignition temperature: Not applicable
Flammability: Not applicable (can be used to put out fires)	Decomposition temperature: >50°C
Molecular Weight: 84.01 g/cc	Viscosity: Not applicable
Boiling Point: Decomposes on heating	
Section 10: Stability and Reactivity	
Reactivity: Hazardous reactions will not occur under normal circumstances.	Conditions to Avoid: Exposure to moisture or moist air. Temperatures above 150°F (65°C)
Chemical Stability: Stable in dry air, in moist air forms sodium carbonate, an irritant.	Incompatible Materials: Acids. Aluminum (tarnishes).
Possibility of Hazardous Reactions: Hazardous polymerization will not occur.	Hazardous Decomposition Products: When heated to decomposition, sodium bicarbonate produces carbon dioxide.
Section 11: Toxicological Information	
EYES: Mid (rabbit) 100 mg/ 30 sec SKIN: Mid (human) 30 mg/ 3 days-intermittent INGESTION: Oral LD60 (rat) 4220 mg/kg Oral LD60 (mouse) 3360 mg/kg Oral LD50 (man) 20 mg/kg/ 5 days-intermittent Oral LD50 (infant) 1260 mg/kg	Symptoms after Inhalation: Prolonged inhalation of dust may cause respiratory irritation. Symptoms after Skin Contact: Large amounts of dust may cause mechanical irritation. Symptoms after Eye Contact: Contact may cause irritation due to mechanical abrasion. Symptoms after Ingestion: Large doses may produce symptomatic alkalosis and expansion in extracellular fluid volume with edema. Chronic Symptoms: None expected under normal conditions of use
Skin Corrosion/Irritation: Not classified Serious Eye Damage/Irritation: Not classified Respiratory or skin sensitization: Not classified Germ cell mutagenicity: Not classified Teratogenicity: Not classified Carcinogenicity: Not classified Specific Target Organ Toxicity: Not classified Reproductive Toxicity: Not classified Aspiration Hazard: Not classified	CARCINOGENICITY: Sodium Bicarbonate is not listed as a carcinogen by the Environmental Protection Agency (EPA), the State of California, the National Toxicology Program, or the International Agency for Research on Cancer. See Regulatory Information Section for additional information.
Section 12: Ecological Information	
Toxicity	
LC 50 Fish 1: 7100 mg/l (Bluegill)	Persistence and Degradability: Not established
LC 50 Fish 1: 8250-9000 mg/l (Exposure time 96h)	Bio-accumulative Potential: Not established
EC 50 Daphnia 1: 4100 mg/l	Mobility in Soil: Not available
EC 50 Daphnia 1: 2350 mg/l (Exposure time 48h)	Other Adverse Effects: No other adverse effects are identified
LC 50 Fish 2: 7700 mg/l (Rainbow trout)	
Section 13: Disposal Considerations	
Disposal Guidance: If permitted by local and state regulations, place in a hazardous or industrial waste landfill. Tonnage quantities are not, however, recommended for the landfill, and if possible, should be re-used for an appropriate application. Small quantities may be flushed to sewers if permitted by NPDES or POTW permit. Refer to federal, state, provincial and local regulations for applicable site-specific requirements. Keep out of drinking water sources. See Regulatory Information for more details.	



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Section 14: Transport Information	
U.S. Department of Transportation (DOT) Identification Number: Sodium Bicarbonate is not a DOT Hazardous Material.	
International Transportation: Sodium Bicarbonate has no U.N. number, and is not regulated under international rail, highway, water, or air transport regulations.	
Transportation of Dangerous Goods (TDG): Not Regulated.	
Section 15: Regulatory Information	
TSCA Number: 144-55-8	California Proposition 65: Not listed.
RCRA (40 CFR 261): Not listed under any section.	SARA III: Section 302-No:311-Yes: 312-Yes: 313-No
CERCLA (Superfund): Not listed under any section.	Workplace Hazardous Materials Information System (WHMIS): Not a controlled product.
Clean Water Act (CWA): Not listed.	EU CLASSIFICATION: Not a dangerous substance.
Safe Drinking Water Act (SWDA): Not listed.	OSHA: Treat as particulates not otherwise regulated.
International Agency for Research on Cancer: Not listed.	ACGIH: Treat as particulates not otherwise regulated.
NTP Annual Report on Carcinogens: OSHA Carcinogen: Not listed. CONEG Model Legislation: Not listed.	Federal Drug Agency (FDA): Sodium bicarbonate is permitted for the following uses: Antibiotic manufacturing; cake, pancake and ready-mixes; catalyst manufacture; chemical; dentifrices; explosives; fire extinguishers; food colors; food conditioner; papermaking; pharmaceuticals; photography; self-rising flour; starches; sugar refining; textiles.
International Listings <ul style="list-style-type: none"> AICS (Australian Inventory of Chemical Substances). Canadian DSL (Domestic Substances List). IECSC (Inventory of Existing Chemical Substances Produced or Imported in China). EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances) Japanese ENCS (Existing & New chemical Substances) inventory Korean ECL (Existing Chemicals List) NZIoC (New Zealand Inventory of Chemicals) PICCS (Philippines Inventory of Chemicals and Chemical Substances) United States TSCA (Toxic Substances Control Act) inventory 	
NOTICE	
<p><i>Judgments as to the suitability of information herein for purchaser's purposes are necessarily purchaser's responsibility. Therefore, although reasonable care has been taken in the preparation of such information, Natural Soda LLC extends no warranties, makes no representation, and assumes no responsibility as to the accuracy or suitability of such information for application to purchaser's intended purposes for consequences of its use.</i></p>	
REFERENCES	
<p>American Conference of Governmental Industrial Hygienists (ACGIH). 1986. <i>Documentation of threshold limit values and biological exposure indices</i>. 5th ed. Cincinnati, OH. American Conference of Governmental Industrial Hygienists (ACGIH). 1990. <i>1990-1991 Threshold limit values for chemical substances and physical agents and biological exposure indices</i>. Cincinnati, OH.</p> <p>Budavari, S., M. J. O'Neil, A. Smith, and P. E. Heckelman, eds. 1989. <i>The Merck Index</i>. 11th ed. Rahway, NJ: Merck & Co., Inc.</p> <p>Clayton, G. D., and F. E. Clayton, eds. 1981. <i>Patty's Industrial Hygiene and Toxicology</i>. 3rd ed. New York: Wiley & Sons.</p> <p>Department of Transportation (DOT). 1990. 49 S172.102. October 1.</p> <p>Department of Transportation (DOT). 1991. 46 S150.105. August 23.</p> <p>International Agency for Research on Cancer (IARC). 1987. <i>IARC monographs on the evaluation of the carcinogenic risk of chemicals to humans. Supplement 7, Overall evaluation of carcinogenicity: An updating of IARC monographs 1 to 42</i>. Lyon, France: World Health Organization.</p> <p>National Library of Medicine (NLM). 1991a. <i>Hazardous substances databank</i>. Bethesda, MD.</p> <p>National Library of Medicine (NLM). National Institute for Occupational Safety and Health (NIOSH). Department of Health and Human Services. 1991b. <i>Registry of toxic effects of chemical substances (RTECS)</i>.</p> <p>National Toxicology Program (NTP). Division of Toxicology Research and Testing. 1991. <i>Chemical Status report</i>. Research Triangle Park, NC. July.</p> <p>Occupational Safety and Health Administration (OSHA). 1990. 29 S1910.1000. July 1.</p> <p>Sax, N. I., and R. J. Lewis, Sr., eds. 1989. <i>Dangerous properties of Industrial Materials</i>. 7th ed. New York: Van Nostrand Reinhold.</p> <p>Registry of Toxic Effects of Chemical Substances Accession Number: VZ0950000.</p>	
Section 16: Other Information, including date of preparation or last revision	
This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.	
Revision Date: 06/04/2015	Prepared by: Natural Soda LLC 3200 County Road 31 Rifle, Colorado 81650 Ph: 970-878-3674



Safety Data Sheet

SECTION 1. Identification

Product identifier

Product name Cyanuric acid

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

Identified uses Chemical for synthesis

Details of the supplier of the safety data sheet

Company HENGSHUI ZHONGKANG CHEMICAL CO.,LTD
881 SHENGLI XI ROAD, HENGSHUI CITY, HEBEI, CHINA

TEL:86 318 5990216

FAX:86 318 2101816

Emergency telephone 86 318 5990216

SECTION 2. Hazards identification

GHS-Labeling

Precautionary Statements

P262 Do not get in eyes, on skin, or on clothing.

Not a hazardous substance or mixture according to Regulation (EC) No 1272/2008.

OSHA Hazards

While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.

Other hazards

None known.

The following percentage of the mixture consists of ingredient(s) with unknown acute toxicity: 100 %

SECTION 3. Composition/information on ingredients

Formula $C_3N_3(OH)_3$ $C_3H_3N_3O_3$ (Hill)

CAS-No. 108-80-5

Molar mass 129.07 g/mol

Remarks No hazardous ingredients according to the OSHA Hazard Communication Standard 29 CFR 1910.1200.

SECTION 4. First aid measures

Description of first-aid measures

Inhalation

After inhalation: fresh air.

Skin contact

After skin contact: wash off with plenty of water. Remove contaminated clothing.

Eye contact

After eye contact: rinse out with plenty of water.

Ingestion

After swallowing: make victim drink water (two glasses at most). Consult doctor if feeling unwell.

Never give anything by mouth to an unconscious person.



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Most important symptoms and effects, both acute and delayed
We have no description of any toxic symptoms.

Indication of any immediate medical attention and special treatment needed
No information available.

SECTION 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media

Water, Foam, Carbon dioxide (CO₂), Dry powder

Unsuitable extinguishing media

For this substance/mixture no limitations of extinguishing agents are given.

Special hazards arising from the substance or mixture

Combustible.

Development of hazardous combustion gases or vapors possible in the event of fire.

Fire may cause evolution of:

nitrogen oxides, Hydrogen cyanide (hydrocyanic acid)

Advice for firefighters

Special protective equipment for fire-fighters

In the event of fire, wear self-contained breathing apparatus.

Further information

Suppress (knock down) gases/vapors/mists with a water spray jet. Prevent fire extinguishing water from contaminating surface water or the ground water system.

SECTION 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Advice for non-emergency personnel: Avoid inhalation of dusts. Evacuate the danger area, observe emergency procedures, consult an expert.

Advice for emergency responders:

Protective equipment see section 8.

Environmental precautions

Do not let product enter drains.

Methods and materials for containment and cleaning up

Cover drains. Collect, bind, and pump off spills. Observe possible material restrictions (see sections 7 and 10). Take up dry. Dispose of properly. Clean up affected area. Avoid generation of dusts.

SECTION 7. Handling and storage

Precautions for safe handling

Observe label precautions.

Conditions for safe storage, including any incompatibilities

Tightly closed. Dry.

Store at +15°C to +25°C (+59°F to +77°F).

SECTION 8. Exposure controls/personal protection

Exposure limit(s)

Contains no substances with occupational exposure limit values

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Engineering measures

Technical measures and appropriate working operations should be given priority over the use of personal protective equipment.

Individual protection measures

Protective clothing should be selected specifically for the workplace, depending on concentration and quantity of the hazardous substances handled. The chemical resistance of the protective equipment should be inquired at the respective supplier.

Hygiene measures

Change contaminated clothing. Wash hands after working with substance.

Eye/face protection

Safety glasses

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.

Respiratory protection

required when dusts are generated.

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.

SECTION 9. Physical and chemical properties

Physical state	powder, finecrystalline
Color	yellow
Odor	odorless
Odor Threshold	No information available.
pH	3.8 - 4.0 at 68 °F (20 °C) (saturated solution)
Melting point	320 - 330 °C (decomposition)
Boiling point/boiling range	not applicable
Flash point	not applicable
Evaporation rate	No information available.
Flammability (solid, gas)	No information available.
Lower explosion limit	No information available.
Upper explosion limit	No information available.
Vapor pressure	< 0.0001 Pa at 77 °F (25 °C)



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Relative vapor density	No information available.
Relative density	2.5 g/cm ³ at 68 °F (20 °C)
Water solubility	26 g/l at 194 °F (90 °C)
	2 g/l at 68 °F (20 °C)
Partition coefficient: n-octanol/water	log Pow: 0.61 (calculated) (Lit.) Bioaccumulation is not expected (log Pow <1).
Autoignition temperature	No information available.
Decomposition temperature	> 680 °F (> 360 °C)
Viscosity, dynamic	No information available.
Explosive properties	No information available.
Bulk density	550 kg/m ³

SECTION 10. Stability and reactivity

Reactivity

The following applies in general to flammable organic substances and mixtures: in correspondingly fine distribution, when whirled up a dust explosion potential may generally be assumed.

Chemical stability

The product is chemically stable under standard ambient conditions (room temperature) .

Possibility of hazardous reactions

Risk of explosion with:

Chlorine

Conditions to avoid

Heating (decomposition).

Incompatible materials

no information available

Hazardous decomposition products

in the event of fire: See section 5.

SECTION 11. Toxicological information

Information on toxicological effects

Likely route of exposure

Eye contact, Skin contact, Ingestion

Acute oral toxicity

LD50 rat: 7,700 mg/kg (RTECS)

Acute dermal toxicity

LD50 rabbit: > 5,000 mg/kg

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(RTECS)

Skin irritation

rabbit

Result: slight irritation

(IUCILID)

Eye irritation

rabbit

Result: slight irritation

(RTECS)

Sensitization

Human experience

Result: negative

(Lit.)

Genotoxicity in vitro

Ames test

Result: negative

(National Toxicology Program)

Ames test

Salmonella typhimurium

Result: negative

(IUCILID)

Carcinogenicity

Did not show carcinogenic effects in animal experiments. (IUCILID)

Reproductive toxicity

No impairment of reproductive performance in animal experiments. (HSDB)

Teratogenicity

Did not show teratogenic effects in animal experiments. (IUCILID)

Specific target organ systemic toxicity - single exposure

The substance or mixture is not classified as specific target organ toxicant, single exposure.

Specific target organ systemic toxicity - repeated exposure

The substance or mixture is not classified as specific target organ toxicant, repeated exposure.

Aspiration hazard

Regarding the available data the classification criteria are not fulfilled.

Carcinogenicity

IARC

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

NTP

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

ACGIH

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

Further information

Handle in accordance with good industrial hygiene and safety practice.



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SECTION 12. Ecological information

Ecotoxicity

Toxicity to fish

LC0 Cyprinus carpio (Carp): 2,000 mg/l; 24 h (IUCRID)

Persistence and degradability

Biodegradability

100 %; 8 h

(IUCRID)

Readily biodegradable.

Bioaccumulative potential

Partition coefficient: n-octanol/water

log Pow: 0.61

(calculated)

(Lit.) Bioaccumulation is not expected (log Pow <1).

Mobility in soil

No information available.

Other adverse effects

SECTION 13. Disposal considerations

The information presented only applies to the material as supplied. The identification based on characteristic(s) or listing may not apply if the material has been used or otherwise contaminated. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste identification and disposal methods in compliance with applicable regulations. Disposal should be in accordance with applicable regional, national and local laws and regulations.

SECTION 14. Transport information

Land transport (DOT)

Not classified as dangerous in the meaning of transport regulations.

Air transport (IATA)

Not classified as dangerous in the meaning of transport regulations.

Sea transport (IMDG)

Not classified as dangerous in the meaning of transport regulations.

SECTION 15. Regulatory information

United States of America

OSHA Hazards

No OSHA Hazards

This information is based on 29 CFR 1910.1200 criteria prior to adoption of the GHS, and may deviate from the GHS information on the label and in section 2.

SARA 311/312 Hazards

No SARA Hazards

SARA 313

SARA 313: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

SARA 302

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

Clean Water Act

This product does not contain any Hazardous Substances listed under the U.S. CleanWater Act, Section 311,



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Table 116.4A.

This product does not contain any Hazardous Chemicals listed under the U.S. CleanWater Act, Section 311,

Table 117.3.

Massachusetts Right To Know

Remarks

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

Ingredients

Cyanuric acid

New Jersey Right To Know

Ingredients

Cyanuric acid

SECTION 16. Other information

The information contained herein is based on the present state of our knowledge. It characterizes the product with regard to appropriate safety precautions. It does not represent a warranty of any product properties and we assume no liability for any loss or injury which may result from the use of this information. Users should conduct their own investigations to determine the suitability of the information.