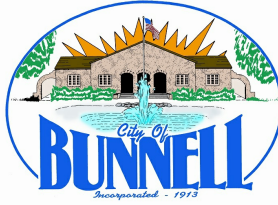


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING

Monday, December 12, 2016

AMENDED 12/8/2016

7:00 PM

201 West Moody Boulevard,
City Commission Chambers - Building 3
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Flagler County Centennial Celebration.

C. Consent Agenda:

C.1. Approval of Warrant

a. Warrant

C.2. Approval of Minutes

a. 2016 11 28 City Commission Minutes

C.3. Request to piggy back off of City of Tampa Bay Agreement with Hawkins for Sodium Hypochlorite

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

E.1. Ordinance 2016-24 Amending the Bunnell Code of Ordinance Section 2-77 Schedule of Violations. – Second Reading.

F. Resolutions: (Legislative):

F.1. Resolution 2016-27 Amending the Fiscal year 2016-2017 Budget.

F.2. Resolution 2016-28 Dissolving the Parks and Recreation Advisory Committee.

G. Old Business: None

H. New Business:

H.1. Request for an Interlocal Agreement with the Flagler County Supervisor of Elections Office for 2017 Municipal Elections.

H.2. Family Life Center Ex-officio Board Member

H.3. Request for additional sewer credit, waiver of penalty and extension of payment plan terms - Pellicer.

H.4. FEMA Public Assistance Funding Agreement

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 263-8807.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Re-Posted by City Clerk's office on December 8, 2016



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant

Type

Warrant



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 12/14/2016
Post Dates - 12/14/2016

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Florida Combined Life	Dental Insurance - 12/2016	001-2184000	3,291.12
		Florida Blue	Life Insurance - 12/2016	001-2184000	294.77
		Colonial Life & Accident Insur	11/2016	001-2185000	580.74
		City of Bunnell - WS O&M	M&M Development	001-2291000	848.24
		Florida Health Care Plans	FHC HMO T66	001-2184000	22,535.51
		Florida Health Care Plans	FHC Triple Option	001-2184000	1,318.82
		Florida Health Care Plans	FHC HMO T23	001-2184000	4,870.90
					33,740.10
Department: 511 - Legislative					
		Bright House Networks	Hosted Voice 12/02-01/01	001-0511-511.4100	114.17
		Flagler County Supervisor of E	March 7, 2017 Elections Costs	001-0511-511.3700	2,500.00
		State of Florida Department o	Local Phone Service thru OCT	001-0511-511.4100	10.85
			Department 511 - Legislative Total:		2,625.02
Department: 512 - Executive					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
		Verizon Wireless	Cell Phones 10/14-11/13/16	001-0512-512.4100	52.19
		Bright House Networks	Hosted Voice 12/02-01/01	001-0512-512.4100	79.92
		Bankcard Center	FCCMA Membership Dues	001-0512-512.5400	206.00
			Department 512 - Executive Total:		328.82
Department: 513 - Administrative Services					
		Lynch Oil Company	FUEL BLANKET PO	001-0513-513.5210	11.62
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
		Lynch Oil Company	FUEL BLANKET PO	001-0513-513.5210	16.83
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
		Bright House Networks	Hosted Voice 12/02-01/01	001-0513-513.4100	334.09
		State of Florida Department o	Local Phone Service thru OCT	001-0513-513.4100	62.30
		Capital Office Products	Dry Erase Board - Administrat	001-0513-513.5100	211.41
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
			Department 513 - Administrative Services Total:		639.97
Department: 517 - Information Technology					
		CDW Government	CREDIT - Part returned	001-0517-517.5200	-394.00
		Verizon Wireless	Verizon Wireless - FY2016	001-0517-517.4100	-10.87
		Verizon Wireless	Cell Phones 10/14-11/13/16	001-0517-517.4100	53.73
		Bright House Networks	Hosted Voice 12/02-01/01	001-0517-517.4100	36.32
			Department 517 - Information Technology Total:		-314.82
Department: 521 - Law Enforcement					
		Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
		DG Hardware, Inc.	Blanket PO - Hardware Misc. I	001-0521-521.5200	37.03
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	544.97
		Bankcard Center	Schlage Key Entry Lever	001-0521-521.4610	58.87
		Boulevard Tire Center	4 Wheel Alignment - PD#1101	001-0521-521.4620	79.95
		Boulevard Tire Center	Tire, Balance & Valve - PD #11	001-0521-521.4620	133.81
		DGG Taser & Tactical Supply	Class C Uniform Shirt - Cpl. M.	001-0521-521.5220	62.89
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	457.55
		Bankcard Center	Utility Tubs for Evidence Vault	001-0521-521.5100	49.95
		Verizon Wireless	Cell Phones 10/14-11/13/16	001-0521-521.4100	376.82
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	358.71
		Bankcard Center	Flower Arrangement - Thoma	001-0521-521.5100	79.86
		O'reilly Automotive Inc	CREDIT - Core Credit	001-0521-521.4620	-18.00
		Palm Coast Ford	Sensor Kit - PD	001-0521-521.4620	120.30
		O'reilly Automotive Inc	Oil, Filter & Battery - PD#1105	001-0521-521.4620	135.22
		Boulevard Tire Center	Tire - PD #142	001-0521-521.4620	106.38

Warrant

(None)

Payable Dates: - 12/14/2016 Post Dates: - 12/14/2016

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	387.50
	Bright House Networks	Internet Service - Police Depa	001-0521-521.4100	124.00
	Bankcard Center	Blanket PO for Miscellaneous	001-0521-521.4200	21.10
	Bright House Networks	Hosted Voice 12/02-01/01	001-0521-521.4100	259.45
	Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	528.58
	City of Bunnell - WS O&M	200 S Church St	001-0521-521.4300	46.85
	State of Florida Department o	Local Phone Service thru OCT	001-0521-521.4100	10.85
Department 521 - Law Enforcement Total:				3,951.77

Department: 522 - Fire Control

	Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
	Sun Country Termite & Pest C	PEST CONTROL - FD	001-0522-522.3400	40.00
	Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	113.48
	Bright House Networks	Internet Service - Fire Depart	001-0522-522.4100	104.28
	State of Florida Department o	Wireless Air Cards FD	001-0522-522.4100	108.15
	Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	88.13
	City of Bunnell - WS O&M	1601 Old Moody Blvd	001-0522-522.4300	246.03
	State of Florida Department o	Local Phone Service thru OCT	001-0522-522.4100	18.91
Department 522 - Fire Control Total:				688.98

Department: 524 - Community Development

	Verizon Wireless	Cell Phones 10/14-11/13/16	001-0524-524.4100	6.98
	Bright House Networks	Hosted Voice 12/02-01/01	001-0524-524.4100	164.49
	Flagler County Clerk of Courts	Ord 2016-20 - vacating a porti	001-0524-524.3300	44.00
Department 524 - Community Development Total:				215.47

Department: 541 - Road and Street Facilities

	Grainger	Asphalt Rake	001-0541-541.5200	-83.00
	City Electric Supply	CRDT Electrical Components f	001-0541-541.5300	-323.99
	BuildersFirst	CREDIT - Railroad Ties	001-0541-541.4600	-79.20
	FDG Flagler Station II LLC	GROUND LEASE	001-0541-541.3400	5,616.00
	Flagler Power Equipment	CREDIT Hydro Service Kit	001-0541-541.4640	-119.00
	Michael Baker Jr. Inc.	Engineering Design Services -	001-0541-541.6300	13,654.67
	Flagler Power Equipment	Bush Hog Blades	001-0541-541.4640	114.75
	SPS of Daytona	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	127.36
	SPS of Daytona	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	91.53
	SPS of Daytona	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	173.45
	SPS of Daytona	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	14.16
	SPS of Daytona	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	22.50
	Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5215	44.55
	Palm Coast Ford	HARDWARE FOR PW# 919	001-0541-541.4620	26.80
	Bunnell Auto Supply, Inc.	Injector Sleeve, Torque Wren	001-0541-541.4620	427.36
	Bunnell Auto Supply, Inc.	Starbit Set - PW#919	001-0541-541.4620	9.60
	Bunnell Auto Supply, Inc.	CREDIT - Core Deposit	001-0541-541.4620	-45.00
	K & M Mower and Small Engi	Edger Blades	001-0541-541.4640	39.99
	Bunnell Auto Supply, Inc.	Locknut, Sensor & Wash - PW	001-0541-541.4620	72.33
	Verizon Wireless	Cell Phones 10/14-11/13/16	001-0541-541.4100	116.00
	Bankcard Center	SECURITY NOTICE - AUDIO/VI	001-0541-541.5310	82.14
	DG Hardware, Inc.	Fastners	001-0541-541.5200	0.95
	Advanced Auto Parts	Oil Filter & Antifreeze PW#91	001-0541-541.4620	61.20
	Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	100.97
	DG Hardware, Inc.	Wheels	001-0541-541.5200	9.00
	UniFirst Corporation	UNIFORMS	001-0541-541.5220	40.06
	Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0541-541.3400	30.00
	Bunnell Auto Supply, Inc.	Steel Welding Wire - PW#906	001-0541-541.4620	33.49
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	6.78
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	7.16
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	15.97
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	5.55
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	4.47
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	9.97
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	8.88

Warrant

(None)

Payable Dates: - 12/14/2016 Post Dates: - 12/14/2016

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	4.48
	Bankcard Center	SERVICE ORDER PURCHASES	001-0541-541.5200	7.94
	Bunnell Auto Supply, Inc.	Wipers & Signal Lamp - PW#9	001-0541-541.4620	20.97
	DG Hardware, Inc.	Bleach Sprayer and Tire Clean	001-0541-541.5200	24.28
	Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	44.17
	Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5215	180.46
	Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	6.22
	K & M Mower and Small Engi	50' High Pressure Hose	001-0541-541.4640	100.37
	UniFirst Corporation	UNIFORMS	001-0541-541.5220	40.06
	Bright House Networks	Hosted Voice 12/02-01/01	001-0541-541.4100	72.65
	Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	136.42
	City of Bunnell - WS O&M	400 A N State St - IRR	001-0541-541.4300	64.51
	City of Bunnell - WS O&M	03-4991-00 Corner of Railroa	001-0541-541.4300	64.51
	City of Bunnell - WS O&M	901 N State St - IRR	001-0541-541.4300	64.51
	City of Bunnell - WS O&M	305 Tolman St	001-0541-541.4300	208.60
	City of Bunnell - WS O&M	1001 C S State St - IRR	001-0541-541.4300	64.51
	State of Florida Department o	Local Phone Service thru OCT	001-0541-541.4100	10.85
	Nicholson A/C & Heating, Inc.	ICE MACHINE RENTAL	001-0541-541.4400	130.00
	UniFirst Corporation	UNIFORMS	001-0541-541.5220	40.06
Department 541 - Road and Street Facilities Total:				21,603.02

Department: 572 - Parks and Recreation

Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	5.25
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	75.00
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	75.00
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	4.73
DG Hardware, Inc.	Kit Plas Anc HWH 10-12	001-0572-572.5200	12.59
UniFirst Corporation	UNIFORMS	001-0572-572.5220	23.75
Bankcard Center	SERVICE ORDER PURCHASES	001-0572-572.5200	40.11
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	37.30
UniFirst Corporation	UNIFORMS	001-0572-572.5220	23.75
City of Bunnell - WS O&M	300 Citrus St - JB King Park	001-0572-572.4300	196.24
Bankcard Center	Fence Pieces & Drywall Screw	001-0572-572.5200	21.97
Bankcard Center	Fence Pieces & Drywall Screw	001-0572-572.5200	94.80
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	10.25
City of Bunnell - WS O&M	200 S Church St	001-0572-572.4300	140.56
City of Bunnell - WS O&M	401 E Court St	001-0572-572.4300	185.91
City of Bunnell - WS O&M	405 E Drain St	001-0572-572.4300	176.13
UniFirst Corporation	UNIFORMS	001-0572-572.5220	23.75
Department 572 - Parks and Recreation Total:			1,147.09
Fund 001 - GENERAL FUND			Total: 64,625.42

Warrant

Payable Dates: - 12/14/2016 Post Dates: - 12/14/2016

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 401 - ENTERPRISE FUND					
Department: 533 - Water Utility Services					
		Verizon Wireless	Verizon Wireless - FY2016	401-0533-533.4100	-12.42
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	535.00
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	950.00
		Morton Salt Inc	INDUSTRIAL SOLAR SALT ION	401-0533-533.5205	3,057.59
		Verizon Wireless	Cell Phones 10/14-11/13/16	401-0533-533.4100	217.25
		AKA Underground Inc	2" DIRECTIONAL BORES	401-0533-533.3401	1,000.00
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	14.49
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	45.58
		Bankcard Center	LID FOR ACID TANK WTP	401-0533-533.4640	153.04
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	11.19
		AT&T	Analog Circuit - Alarm Auto Di	401-0533-533.4100	23.60
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	29.20
		DEX Imaging	115283 V665801326 UT	401-0533-533.4400	21.25
		DEX Imaging	115283 V665801326 UT	401-0533-533.4700	7.82
		Strickland Sod Farm, Inc.	SOD PALLETS FOR WATER TAP	401-0533-533.5205	135.00
		Hawkins Inc	WTP CHEMICALS	401-0533-533.5205	826.24
		Hawkins Inc	WTP CHEMICALS	401-0533-533.5205	337.92
		Bunnell Auto Supply, Inc.	Coupler, Gloves, Rapid Hitch -	401-0533-533.4640	344.67
		DG Hardware, Inc.	Clamps , Cables & Screws	401-0533-533.5205	23.34
		Sunstate Meter & Supply Inc	Neptune R900i RF Water Met	401-0533-533.5264	4,483.82
		DG Hardware, Inc.	Fastners Strap & Clamp	401-0533-533.5205	5.83
		Bunnell Auto Supply, Inc.	Couplers, Fuel Treatment, Stu	401-0533-533.4640	74.47
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	4.36
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	163.78
		Universal Engineering Science	Inspect ION Plant Roof	401-0533-533.6300	2,100.00
		Boulevard Tire Center	Field Trax - UT #720	401-0533-533.4640	101.34
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	28.73
		Bright House Networks	Hosted Voice 12/02-01/01	401-0533-533.4100	37.40
		News Journal	Job Ad Water Plant Operator-	401-0533-533.4800	43.15
		Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0533-533.5205	793.67
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	60.00
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	95.90
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	106.89
		City of Bunnell - WS O&M	100 Utility St	401-0533-533.4300	279.24
		City of Bunnell - WS O&M	305 Tolman St	401-0533-533.4300	104.30
		State of Florida Department o	Local Phone Service thru OCT	401-0533-533.4100	43.30
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	15.00
		Flagler County Clerk of Courts	Utility Easement between LP	401-0533-533.3300	17.75
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	28.73
Department 533 - Water Utility Services Total:					16,308.42
Department: 535 - Sewer / Wastewater Services					
		Miller Pipeline Corp	CREDIT on INV 392533	401-0535-535.6300	-200.00
		Verizon Wireless	Verizon Wireless - FY2016	401-0535-535.4100	-4.30
		Sizemore Welding, Inc.	CREDIT- COB-06658-2016	401-0535-535.5200	-56.00
		ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF B	401-0535-535.3400	950.00
		Bankcard Center	ELECTRIC ACTUATOR FOR SA	401-0535-535.5200	1,034.00
		Verizon Wireless	Cell Phones 10/14-11/13/16	401-0535-535.4100	130.78
		Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	422.40
		DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	14.50
		DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	45.58
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	24.97
		Bankcard Center	LODGING FOR TRAINING - RA	401-0535-535.4000	85.00
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	28.73
		DEX Imaging	115283 V665801326 UT	401-0535-535.4400	21.25
		DEX Imaging	115283 V665801326 UT	401-0535-535.4700	7.83
		Bankcard Center	FUEL & LODGING FOR TRAINI	401-0535-535.4000	48.02
		Sun Country Termite & Pest C	PEST CONTROL WTP & WWTP	401-0535-535.3400	30.00
		City Electric Supply	UT-WW ELECTRICAL PARTS	401-0535-535.5200	419.28

Warrant

(None)

Payable Dates: - 12/14/2016 Post Dates: - 12/14/2016

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Sunstate Meter & Supply Inc	Neptune R900i RF Water Met	401-0535-535.5264	4,483.82
	Bunnell Auto Supply, Inc.	ATP Sensor, Pipe Connector &	401-0535-535.4620	53.96
	Bunnell Auto Supply, Inc.	Torchkit & Die - UT# 925	401-0535-535.4620	23.64
	Bunnell Auto Supply, Inc.	Pipe UT# 925	401-0535-535.4620	89.02
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	40.43
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	140.14
	USA Blue Book	6x3 flange for vac-con	401-0535-535.4620	120.47
	Economy Control Systems, Inc	CONTROL POWER TRANSFOR	401-0535-535.4640	85.80
	Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	206.08
	Bunnell Auto Supply, Inc.	Drill Bit, Batt Cable, Switch, W	401-0535-535.4620	76.17
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	29.20
	Bright House Networks	Hosted Voice 12/02-01/01	401-0535-535.4100	37.40
	Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0535-535.5200	793.66
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	123.70
	City of Bunnell - WS O&M	03-0161-00 N Bay St - LS	401-0535-535.4300	65.54
	City of Bunnell - WS O&M	Grand Reserve Dr LS	401-0535-535.4300	64.51
	City of Bunnell - WS O&M	301 Tolman St	401-0535-535.4300	510.35
	City of Bunnell - WS O&M	305 Tolman St	401-0535-535.4300	104.31
	City of Bunnell - WS O&M	Lincoln St LS	401-0535-535.4300	65.23
	City of Bunnell - WS O&M	1001 D S State St - LIFT	401-0535-535.4300	42.57
	State of Florida Department o	Local Phone Service thru OCT	401-0535-535.4100	35.19
	Flagler County Clerk of Courts	Utility Easement between LP	401-0535-535.3300	17.75
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	29.20
	Department 535 - Sewer / Wastewater Services Total:			10,240.18

Department: 536 - Engineering - Utilities

State of Florida Department o	Local Phone Service thru OCT	401-0536-536.4100	10.85
Department 536 - Engineering - Utilities Total:			10.85
Fund 401 - ENTERPRISE FUND			Total: 26,559.45

Warrant

Payable Dates: - 12/14/2016 Post Dates: - 12/14/2016

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		Lynch Oil Company	Blanket PO for Lynch Oil	402-0534-534.5210	353.68
		Hedstrom Environmental	8 YD FL Container Gray	402-0534-534.5264	970.00
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,076.42
		Verizon Wireless	Cell Phones 10/14-11/13/16	402-0534-534.4100	104.38
		Bunnell Auto Supply, Inc.	Hydraulic Fluid - SW #905 & 9	402-0534-534.4620	136.36
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	18.94
		Lynch Oil Company	Blanket PO for Lynch Oil	402-0534-534.5210	402.29
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,781.00
		McGee Tire & Services	2 Tires Peterbuilt - SW#905	402-0534-534.4620	1,361.54
		Hedstrom Environmental	HEDSTROM ENVIRONMENTAL	402-0534-534.5264	610.00
		Hedstrom Environmental	HEDSTROM ENVIRONMENTAL	402-0534-534.5264	425.00
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	54.45
		Lynch Oil Company	Blanket PO for Lynch Oil	402-0534-534.5210	635.44
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	3,632.69
		Bright House Networks	Hosted Voice 12/02-01/01	402-0534-534.4100	55.52
		Bunnell Auto Supply, Inc.	Hyd Hose Fittings & Hose - S	402-0534-534.4620	58.88
		Bunnell Auto Supply, Inc.	Fuel Filter - SW # 905	402-0534-534.4620	23.49
		Bunnell Auto Supply, Inc.	Switch, Splice Lock Cnnctr & S	402-0534-534.4620	15.97
		Bunnell Auto Supply, Inc.	Alternator - SW #905	402-0534-534.4620	179.00
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	80.03
		Lynch Oil Company	Blanket PO for Lynch Oil	402-0534-534.5210	721.87
		Bunnell Auto Supply, Inc.	WR Strip, Butt Connector Oil -	402-0534-534.4620	44.77
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		Department 534 - Garbage / Solid Waste Control Services Total:			18,796.32
		Fund 402 - SOLID WASTE Total:			18,796.32

Warrant

Payable Dates: - 12/14/2016 Post Dates: - 12/14/2016

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Fund: 502 - Municipal Complex Building Fund

Department: 519 - Municipal Complex

Sun Country Termite & Pest C	PEST CONTROL MUNICIPAL C	502-0519-519.3401	150.00
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Department 519 - Municipal Complex Total:	150.00
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Fund 502 - Municipal Complex Building Fund Total:	150.00
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Grand Total:	110,131.19
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Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	64,625.42
401 - ENTERPRISE FUND	26,559.45
402 - SOLID WASTE	18,796.32
502 - Municipal Complex Building Fund	150.00
Grand Total:	110,131.19

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3700	Election Expenses	2,500.00
001-0511-511.4100	Communications Expens	125.02
001-0512-512.4100	Communications Expens	122.82
001-0512-512.5400	Memberships, Publicati	206.00
001-0513-513.4100	Communications Expens	396.39
001-0513-513.5100	Office Supplies Expense	211.41
001-0513-513.5210	Fuel	28.45
001-0513-513.5220	Uniforms Exp	3.72
001-0517-517.4100	Communications Expens	79.18
001-0517-517.5200	Operating Supplies	-394.00
001-0521-521.4100	Communications Expens	760.25
001-0521-521.4200	Postage	21.10
001-0521-521.4300	Utility - Public Services	46.85
001-0521-521.4610	Repair / Maint - Bldgs	58.87
001-0521-521.4620	Repair / Maint - Vehicles	557.66
001-0521-521.5100	Office Supplies Expenses	129.81
001-0521-521.5200	Operating Supplies	37.03
001-0521-521.5210	Fuel	2,277.31
001-0521-521.5220	Uniforms Exp	62.89
001-0522-522.3400	Other Contract Services	40.00
001-0522-522.4100	Communications Expens	231.34
001-0522-522.4300	Utility - Public Services	246.03
001-0522-522.5200	Operating Supplies	-30.00
001-0522-522.5210	Fuel	201.61
001-0524-524.3300	Recording Fees	44.00
001-0524-524.4100	Communications Expens	171.47
001-0541-541.3400	Other Contract Services	5,646.00
001-0541-541.4100	Communications Expens	199.50
001-0541-541.4300	Utility - Public Services	466.64
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4620	Repair / Maint - Vehicles	1,035.75
001-0541-541.4640	Equipment Repair & Mai	136.11
001-0541-541.5200	Operating Supplies	22.43
001-0541-541.5210	Fuel	287.78
001-0541-541.5215	Fuel - Off Road Diesel	225.01
001-0541-541.5220	Uniforms Exp	120.18
001-0541-541.5300	Road Repair Local Optio	-323.99
001-0541-541.5310	Signage	82.14
001-0541-541.6300	Improvements - Other T	13,654.67
001-0572-572.3400	Other Contract Services	150.00
001-0572-572.4300	Utility - Public Services	698.84
001-0572-572.5200	Operating Supplies	169.47
001-0572-572.5210	Fuel	57.53
001-0572-572.5220	Uniforms Exp	71.25
001-2184000	Med/Health Employee Li	32,311.12
001-2185000	125 Plans Employee Pay	580.74
001-2291000	Due to M & M Develop	848.24
401-0533-533.3300	Recording Fees	17.75

Completed by:

 Approved by:


Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.3401	Other Contract Services	2,560.00
401-0533-533.4100	Communications Expens	309.13
401-0533-533.4300	Utility - Public Services	383.54
401-0533-533.4400	Rental / Lease Expense	21.25
401-0533-533.4640	Repair / Maint - Equipm	673.52
401-0533-533.4700	Printing / Binding Expen	67.89
401-0533-533.4800	Advertising / Promo Exp	43.15
401-0533-533.5205	Operating Supplies Exp -	5,179.59
401-0533-533.5210	Fuel	382.12
401-0533-533.5220	Uniforms Exp	86.66
401-0533-533.5264	Small Equipment Purcha	4,483.82
401-0533-533.6300	Improvements - Other T	2,100.00
401-0535-535.3300	Recording Fees	17.75
401-0535-535.3400	Other Contract Services	980.00
401-0535-535.4000	Travel / Per Diem	133.02
401-0535-535.4100	Communications Expens	199.07
401-0535-535.4300	Utility - Public Services	852.51
401-0535-535.4400	Rental / Lease Expense	21.25
401-0535-535.4620	Repair / Maint - Vehicles	363.26
401-0535-535.4640	Repair / Maint - Equipm	85.80
401-0535-535.4700	Printing / Binding Expen	67.91
401-0535-535.5200	Operating Supplies	2,819.42
401-0535-535.5210	Fuel	329.24
401-0535-535.5220	Uniforms Exp	87.13
401-0535-535.5264	Small Equipment Purcha	4,483.82
401-0535-535.6300	Improvements - Other T	-200.00
401-0536-536.4100	Communications Expens	10.85
402-0534-534.3400	Other Contract Services	12,490.11
402-0534-534.4100	Communications - Solid	159.90
402-0534-534.4620	Repair/Maint Vehicles -	1,820.01
402-0534-534.5210	Fuel	2,266.70
402-0534-534.5220	Uniforms - Solid Waste	54.60
402-0534-534.5264	Small Equipment - Solid	2,005.00
502-0519-519.3401	Other Contract Services	150.00
	Grand Total:	110,131.19

Project Account Summary

Project Account Key	Expense Amount
None	108,031.19
34 Rural Development (Utilities)	2,100.00
	Grand Total: 110,131.19



City of Bunnell, Florida

ATTACHMENTS:

Description

Minutes

Type

Minutes

CATHERINE D. ROBINSON

MAYOR

JOHN ROGERS

VICE-MAYOR

DAN DAVIS

CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MINUTES

Monday, November 28, 2016

7:00 PM

201 West Moody Boulevard,
City Commission Chambers - Building 3
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag:

Mayor Robinson called the meeting to order at 7:00 PM.

Roll Call: Present: Mayor Catherine D. Robinson, Vice Mayor John Rogers, Commissioner Elbert Tucker, Commissioner Bill Baxley, Commissioner Bonita Robinson, City Attorney Becky Vose, City Manager Dan Davis, and City Clerk Sandra Bolser.

Invocation for our Military Troops and National Leaders:

Vice Mayor Rogers led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

a. 2016 11 28 Warrant

C.2. Approval of Minutes

a. 2016 11 14 City Commission Minutes

Motion: Approve Consent Agenda Items C-1 and C-2.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Baxley

Board Discussion: Commissioner Robinson asked to pull item C-3.

Public Discussion: None

Vote: Motion carried 5-0.

C.3. Increase Blanket PO for Tyler Technologies.

Motion: Approve item C-3.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Robinson

Board Discussion: Commissioner Robinson request further explanation on the item. Donnie Wines, Senior IT Analyst, explained the request for the increase of the purchase order.

Public Discussion: None

Vote: Motion carried 5-0.

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

Mr. Al Thorpe thanked the Police Department for bringing in the National Guard during the hurricane. It was nice they were here handing out the Meals Ready to Eat to the residents. Mr. Thorpe also thanked the Board and the City Manager for how fast the debris was cleaned up. He advised that during the storm he had to call 9-1-1 because he injured his foot. The Police Department was at his door almost as soon as he made the call. Shortly after that the Fire Department and ambulance arrived. Mayor Robinson stated management during the storm was a beautiful thing to see.

E. Ordinances: (Legislative):

E.1. Ordinance 2016-20: Vacating a 25 Foot Portion of North Railroad Street abutting Block 182. – Second Reading: City Attorney Vose read the short title into the record. City Manager Davis reviewed the Ordinance.

Motion: Adopt Ordinance 2016-20 vacating a 25-foot portion of North Railroad Street abutting Block 182.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Tucker

Board Discussion: None

Public Discussion: Mark Langelo explained the applicants request for the vacation and reiterated the historical bricks would not be disturbed.

Vote: Motion carried 5-0.

E.2. Ordinance 2016-24: Amending the Bunnell Code of Ordinance Section 2-77 Schedule of Violations. – First Reading: City Attorney Vose read the short title into the record. City Manager Davis reviewed the Ordinance.

Motion: Approve Ordinance 2016-24 Amending the Bunnell Code of Ordinance Section 2-77 Schedule of Violations.

Motion by: Commissioner Robinson

Seconded by: Commissioner Baxley

Board Discussion: Commissioner Tucker asked for an explanation on the definitions. City Manager Davis advised the Ordinance is a companion to another Ordinance so when this Ordinance references section 6.1 it is 6.1 of the Code of Ordinances. Mayor Robinson advised when it codified it will be with the companion Ordinance.

Public Discussion: None

Vote: Motion carried 5-0.

F. Resolutions: (Legislative):

F.1. Resolution 2016-24 Adopting the River to Sea TPO Transportation Impact Analysis (TIA) Guidelines: City Attorney Vose read the short title into the record. City Manager Davis reviewed the Resolution.

Motion: Adopt Resolution 2016-24 Adopting the River to Sea TPO Transportation Impact Analysis Guidelines.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Baxley

Board Discussion: None

Public Discussion: None

Vote: Motion carried 5-0.

F.2. Resolution 2016-25 Fiscal year 2016 Budget Adjustments: City Attorney Vose read the short title into the record. City Manager Davis advised this Resolution is basically for housekeeping purposes.

Motion: Adopt Resolution 2016-25 Fiscal year 2016 Budget Adjustments.

Motion by: Commissioner Baxley

Seconded by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried 5-0.

F.3. Resolution 2016-26 Establishing Reclaim Water rates: City Attorney Vose read the short title into the record. City Manager Davis advised this is a fee Resolution for the reclaim water services.

Motion: Adopt Resolution 2016-26 Establishing Reclaim Water Rates.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Tucker

Board Discussion: Commissioner Baxley asked what the City's current water rates are. He also asked if we have potential customers at this time. City Manager Davis advised the City has applied for a grant which has been approved to expand the reclaim capabilities. We will be putting a lot of pipes in the ground. It won't be possible to make it available throughout the entire City, but as we can get grants we will continue to expand. Commissioner Baxley advised he is not ready to vote on this until he can see the difference in regular water rates and reclaim rates. Mayor Robinson stated this is a voluntary decision for the residents. There was continued discussion on where the current lines are and where the proposed lines will be.

Public Discussion: None

Vote: Motion carried 4-1.

Yes: Mayor Robinson; Vice Mayor Rogers; Commissioner Tucker; Commissioner Robinson.

No: Commissioner Baxley.

G. Old Business: None

H. New Business:

H.1. Request to Approve Easement Agreement on Portion of N. Railroad Street. City Manager Davis reviewed the request.

Motion: Approve the Easement Agreement on Portion of N. Railroad Street.

Motion by: Commissioner Robinson

Seconded by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried 5-0.

H.2. Hurricane Matthew- City After Action Report.

City Manager Davis advised he felt it was important to look back at events and determine what we did right and what we might need to change. Mayor Robinson stated she appreciated staff doing this because it does help in the future to look at past mistakes. Staff is also working to complete a revised City's Disaster Manuel so this helps to ensure nothing will be left out. Commissioner Robinson stated she would like to see a shelter for the employees and their families. Mr. Davis advised staff is looking at using the Commission Chambers to house staff. He also wanted to possibly add a shower and a laundry facility. We have plenty of cots so it is possible to make this happen. Mayor Robinson thought the City did an awesome job, and management really shined.

H.3. Restoring Commission salary levels to July 2014 rates.

Commissioner Baxley advised he feels comfortable because the budget is in line. He talked to the Finance Director and she advised the City's budget could handle the it. Mayor Robinson read staff's recommendation that the Commission would have to agree to not use travel and training so the money could be transferred.

Motion: Restore the Commission salaries to 2014 rates.

Motion by: Commissioner Baxley

Vote: Motion died for a lack of a second.

I. Reports:

- **City Clerk:** Ms. Bolser reminded the Commission about the next meeting being scheduled for December 12, 2016. Staff is thinking serving breakfast for the Christmas Employee Party on the 21st. The Christmas in Bunnell event is scheduled for December 16th from 5:00 PM to 8:00 PM. Commissioner Robinson advised the hayride should be city-wide. City Manager Davis advised in the beginning the hayride was the entire event. There is a serious problem with traffic control and safely loading and unloading the passengers. Staff will look at the routes to ensure the best route is chosen.
- **City Attorney:** Nothing to report.
- **City Manager:** The City was selected again by the St. Johns River Water Management District to receive their surplus equipment donations. We obtained a large service truck with a crane and welding equipment and also 4 servers. The City has been working with Flagler Beach regarding sharing an Engineer. Staff will be bringing an interlocal agreement to the Board for their approval. Family Life has requested one of the City Commissioners join their Board as an ex-officio Mr. Davis thanked Stella Gurnee for the job she did while he was on vacation. He was very impressed with her performance as the Acting City Manager. She did a great job and he appreciated how well the staff worked with her. Mr. Davis reported on a shooting in DeLand at a block party. The persons who participated this party are the same ones that participant in the block parties in Bunnell. Lastly, the City completed their part of the Carver Center sports track, by installing the shell path that goes around the fields.

- **Mayor and City Commissioners:**
 - Commissioner Tucker: None
 - Commissioner Baxley: None
 - Commissioner Robinson: Reported she attended the Carver Board meeting and all is going well.
 - Vice Mayor Rogers: Advised he really likes the new chairs.
 - Mayor Robinson: Advised she was grateful for the job Stella did managing the City while Dan was on vacation. She kept everyone informed of what was happening in the City. She also asked everyone to keep Mick in their prayers.

J. Call for Adjournment.

Motion: Adjourn the Meeting.

Motion by: Commissioner Baxley

Seconded by: Commissioner Robinson

Vote: Motion carried 5-0.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 11/30/2016 Amount: \$24,320 (account #5200) ,
\$19,200 (account #5205)
Department: Utilities Account #: 401.0535.535.5200 ,
401.0533.533.5205
Subject: Request to piggy back off of City of Tampa Bay Agreement with Hawkins for Sodium Hypochlorite
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Piggyback-TampaBayWater	Contract
COB Renewal Letter	Contract
Tampa Bay Contract #2014-021	Contract

Summary/Highlights:

This contract was recently renewed by the City of Tampa Bay to purchase chemicals from Hawkins (Dumont) Company, Inc. Contract 2014-021 terms are for one year and can be extended for three years, one year at a time. The second renewal expires 12.31.2016. This is the final one year renewal for the purchase of Sodium Hypochlorite at \$1.28/gallon.

Background:

The City of Bunnell currently uses a chemical service agreement that piggy backs off the City of Tampa Bay contract for Sodium Hypochlorite for the drinking water and wastewater treatment plant facilities. This agreement is very beneficial to the City; it locks in pricing for a specific product and amount of time. This will help simplify our staff time and overhead cost of purchasing chemicals which we use on a daily basis at the plants. We expect to use an estimated 19,000/gal at the Wastewater Treatment Plant and 15,000/gal at the Water Treatment Plant for the year.

Staff Recommendation:

Approve piggybacking the one year renewal Agreement with Hawkins (Dumont) Company, Inc. as signed by the City of Tampa Bay for the purchase of Sodium Hypochlorite at \$1.28/gallon.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval.

Board of Directors Ted Schrader, Karl Nurse, Ken Hagan, Jack Mariano, Rob Marlowe,
Charlie Miranda, John Morroni, Sandra Murman, Kenneth Welch

General Manager Matthew W. Jordan

General Counsel Barrie S. Buenaventura, Pennington, P.A.

2575 Enterprise Road, Clearwater, FL 33763-1102

Phone: 727.796.2355 / Fax: 727.791.2388

www.tampabaywater.org



September 17, 2015

The Dumont Company
381 S. Central Avenue
Oviedo, FL 32765
800-330-1369

Attention: Mr. Ronald H. Cartwright

**Re: Tampa Bay Water Contract No. 2014-021
BUD-7 Chemical Supply Services
Contract Renewal – Option Year Two**

Dear Mr. Cartwright:

The current contract for BUD-7 Chemical Supply Services between Tampa Bay Water and The Dumont Company expires on December 31, 2015. As outlined in Section 2.0, Term, the contract can be extended for three (3) years, one (1) year at a time, under terms acceptable to both parties. Please accept this letter as confirmation that Tampa Bay Water wishes to exercise the option to renew the contract with the same terms and conditions through December 31, 2016. We also request written confirmation no later than the **September 25, 2015** that The Dumont Company agrees to exercise this contract renewal option. If agreed, the second page of this letter should be signed by an authorized representative and returned to me at the address below. In addition, please forward updated Certificates of Insurance per the terms of the contract to Ms. Krista Simon at the Tampa Bay Water address.

Include the NSF Certification Requirement's as outlined in 3.1.a. of the contract specifications.

3.1.a. The Bidder shall provide proof that the BUD-7 Chemical Supply Services (Liquid Ammonium Sulfate & Sodium Hypochlorite) to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60.

Upon agreement, Tampa Bay Water will present the renewal request at the Board of Directors meeting on December 14, 2015 and the renewal will take effect on January 1, 2016.

Thank you for your prompt attention to this request and we look forward to our on-going business with you. Please contact me directly with any questions.

Mr. Ronald H. Cartwright
September 17, 2015
Page 2

Sincerely,



Stacy Gundry
Purchasing Specialist
Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763-1102
Office: 727-669-4825
Cell: 727-420-1709
www.tampabaywater.org
sgundry@tampabaywater.org

The Dumont Company agrees to extend Contract No. 2014-021, for BUD-7 Chemical Supply Services through December 31, 2016 under the same terms and conditions of the original contract.

The Dumont Company

By: 

Title:

Jason Schroeder, SE Region. Manager

Date:

9/21/15



December 20, 2013

The Dumont Company, Inc.
Ronald Cartwright
381 S. Central Avenue
Oviedo, FL 32765
800.330.1369

Re: Contract Award, Operations
Chemical Supply Services/BUD-7
Tampa Bay Water Project No.: 2014-021

Dear Mr. Cartwright:

Enclosed for your records is one fully executed original of the referenced contract. A purchase order will be issued to The Dumont Company, Inc. the first of 2014 for your use.

Thank you and Tampa Bay Water looks forward to working with you.

Sincerely,

Debra Woodall
Contract Administrator
2575 Enterprise Road
Clearwater, FL 33763-1102

Board of Directors Susan Latvala, Ted Schrader, Robert Consalvo, Charlie Miranda,
John Morroni, Sandra Murman, Karl Nurse, Mark Sharpe, Henry Wilson

General Manager Matthew W. Jordan

General Counsel Barrie S. Buenaventura, *Pennington, P.A.*

2575 Enterprise Road, Clearwater, FL 33763-1102

Phone: 727.796.2355 / Fax: 727.791.2388

www.tampabaywater.org



FEDERAL EXPRESS
Next Business Day Delivery

December 20, 2013

Ronald Cartwright
The Dumont Company, Inc.
381 S. Central Avenue
Oviedo, FL 32765

RE: Return of Bid Security/Bid Bond
Contract Award, OPERATIONS
AMMONIUM SULFATE SOLUTION – BUD-7 Chemical Supply Services
Tampa Bay Water Contract No.: 2014-021

Dear Mr. Cartwright

Thank you for submitting a proposal for the above referenced contract. I am returning your Bid Security Bond. We appreciate your interest in business opportunities with Tampa Bay Water and encourage you to respond to any future bid opportunities that may arise.

Sincerely,

Regina Kavanagh, Legal Coordinator
Florida Registered Paralegal



DUMONT

REQUIRED DOCUMENTS
FOR
AMMONIUM SULFATE SOLUTION (AS4000)

381 South Central Avenue, Oviedo, FL 32765
Phone: 800-330-1369 Fax: 800-524-9315

NOTICE OF INTENT TO AWARD
FEDERAL EXPRESS



DATE: 12/4/13

TO: Julie B. Cartwright, VP/Sec/Treas.
The Dumont Company, Inc.
381 S. Central Avenue
Oviedo, FL 32765

OWNER'S CONTRACT NO.: 2014-021

CONTRACT FOR: Ammonium
FERRIC SULFATE SUPPLY SERVICES

You are notified that your Proposal dated November 14, 2013, for the referenced Project has been considered and The Dumont Company, Inc., is being recommended to Tampa Bay Water's Board of Directors on December 16, 2013 for Award of a Contract for the Work as itemized in your Proposal.

The Annual Contract Price per calendar year as per your Proposal is Eighty Four Thousand Eight Hundred Fifty-Five dollars and .48/cents (\$84,855.48).

Three unsigned sets of the Contract Documents are included with this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of receipt of this Notice of Award.

1. You must deliver to Tampa Bay Water at the address provided below the four fully signed counterparts of the Contract Documents. Each of the Contract Documents must be completed with your signature on the appropriate pages.
2. You must provide with the signed Agreement, the Contract Security Bonds (if specified), and Certificates of Insurance.

Failure to comply with these conditions within the time specified will entitle Tampa Bay Water to consider your proposal abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within thirty (30) days after you comply with those conditions, Tampa Bay Water will return to you one fully executed counterpart of the Agreement with the Contract Documents attached.

ISSUED BY:

BY: Regina Kavanagh
Regina Kavanagh, Florida Registered Paralegal
Legal Coordinator
(Title)

AT: 2575 Enterprise Road
Clearwater, Florida 33763-1102

ACKNOWLEDGEMENT OF RECEIPT:

RECEIVED ON 12/4/13, 20____
BY: James H. Cartwright, Pres
(Contractor)
(Authorized Signature)
President
(Title)

**TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102**



CONTRACT DOCUMENTS

FOR

**BUD-7 CHEMICAL SUPPLY SERVICES
LIQUID AMMONIUM SULFATE & LIQUID SODIUM HYPOCHLORITE**

WITH

THE DUMONT COMPANY, INC.

CONTRACT # 2014-021

CONTRACT NO.: 2014-021

TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102



INVITATION FOR SEALED BIDS

TAMPA BAY WATER, A Regional Water Supply Authority (TAMPA BAY WATER), is requesting written sealed bids from vendors able to provide **Chemical Supply Services** according to TAMPA BAY WATER's specifications.

This request is for: **Contract No. 2014-021 for BUD-7 FACILITY CHEMICAL SUPPLY SERVICES.**

Written sealed bids must be supplied on forms provided by TAMPA BAY WATER and will be received until **9:00 a.m. Eastern Time, THURSDAY, NOVEMBER 14, 2013.**

Specifications and forms may be obtained at TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater FL 33763-1102 or at www.tampabaywater.org.

**TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102**



CONTRACT DOCUMENTS

FOR

**BUD-7 CHEMICAL SUPPLY SERVICES
LIQUID AMMONIUM SULFATE & LIQUID SODIUM HYPOCHLORITE**

CONTRACT # 2014-021

DUE DATE: 9:00 a.m. Eastern Time, THURSDAY, NOVEMBER 14, 2013

COMMODITIES CONTRACT DOCUMENTS

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BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. Quotations for commodities are to be provided on the BID SCHEDULE included herein, and shall be completed in ink or typewritten.
2. Award of the CONTRACT included herein for specified commodities will be made to the lowest responsive, responsible BIDDER who, in the sole and absolute judgment of TAMPA BAY WATER, can provide the commodities required by TAMPA BAY WATER. TAMPA BAY WATER reserves the right to reject any and all BIDS, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful BIDDER, and reserves the right to disregard all nonconforming, non-responsive or conditional BIDS and to re-solicit BIDS, as maybe deemed to be in the best interests of TAMPA BAY WATER. TAMPA BAY WATER further reserves the right to delete line items from consideration. The decision made by TAMPA BAY WATER in selection of the successful BIDDER and award of the CONTRACT included herein will be final.
3. To demonstrate qualifications to furnish the specified commodities under the CONTRACT, BIDDER must be prepared to submit written information, within five (5) days of TAMPA BAY WATER's request, such as financial data, prior experience, and previous contracts for similar commodities.
4. By submitting a BID, BIDDERS acknowledge that TAMPA BAY WATER is the interpreter of these COMMODITIES CONTRACT DOCUMENTS. If the CONTRACT included herein is to be awarded, TAMPA BAY WATER will give the successful BIDDER a written NOTICE OF AWARD.
5. The successful BIDDER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the CONTRACT, within 15 days of receipt of the NOTICE OF AWARD. The successful BIDDER will furnish the commodities under the CONTRACT terms included herein.
6. TAMPA BAY WATER is exempt from State sales tax on equipment or materials purchased directly from the BIDDER.
7. BIDDER must complete the BIDDER'S EXPERIENCE LIST included herein.
8. All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to TAMPA BAY WATER. TAMPA BAY WATER will have an acceptance period of ninety (90) days during which the BIDDER must hold their quotation and/or offer open. It is understood and agreed that all items offered or shipped as a result of this BID shall be new, current, standard model available at the time of the BID. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.
9. Sealed BIDS for commodities under the CONTRACT must be received in TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than **9:00 a.m., (local time in Clearwater), THURSDAY, NOVEMBER 14, 2013**. An original and five (5) copies of the BID response must be received on or before this deadline. Responses will be retained as property of TAMPA BAY WATER. As such, all responses are

public record, subject to public review. The BID response marked "original" must contain a manual signature of the authorized representative of the BIDDER; all others may be photocopies.

10. BIDDER must fill in all blank spaces on the BID SCHEDULE included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the BID response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this BID. No submission by the BIDDER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special conditions in this BID solicitation are the only conditions applicable to this BID and BIDDER's authorized signature affixed to the BID response constitutes acknowledgment of this fact.
11. Any BID may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.
12. Only one BID from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to TAMPA BAY WATER that any BIDDER has an interest in more than one BID for the commodities under the CONTRACT, all BIDS in which such BIDDER has an interest shall be rejected.
13. The BIDDER shall sign its BID in the appropriate blank space provided therefor. If BIDDER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the BID.
14. Failure to provide evidence of authority as referenced in paragraph 13 above may cause the BID to be regarded as not properly authorized and may subject it to rejection (disqualification).
15. BIDS must be timely submitted in accordance with the BID SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED BID" and addressed as follows:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Records Department

TAMPA BAY WATER CONTRACT NO.: 2014-021

17. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST

17.1 Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.

17.2 Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17.3 Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

18. NOTIFICATION OF RIGHT TO PROTEST:

18.1 Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this INVITATION FOR SEALED BIDS, Notice of Award, the form and content of the BID DOCUMENTS and/or the actions of TAMPA BAY WATER.

18.2 Notification of TAMPA BAY WATER's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to BIDDERS.

19. The CONTRACT number (as indicated on the INVITATION FOR SEALED BIDS page and at the top of each page) must be included on any correspondence, invoices, insurance

forms, etc., having to do with the CONTRACT and sent to TAMPA BAY WATER during the term of the CONTRACT.

20. BIDDERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their BID.
21. Each BIDDER must review the CONTRACT FORMS included herein and sign the BID SCHEDULE thereby acknowledging that the BIDDER has had adequate time and opportunity to view the CONTRACT FORMS included herein.
22. The TAMPA BAY WATER representative will not provide information to the BIDDER. If questions arise, the BIDDER must submit a written request for additional information by close of business **WEDNESDAY, NOVEMBER 6, 2013**. If additional information is provided, it will be provided to all BIDDERS.
23. BID BOND

Sealed BIDS must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the FLORIDA BID BOND included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of Five-thousand Dollars and No/Cents (\$5,000.00). The FLORIDA BID BOND included herein shall be given as a guarantee that the BIDDER will not withdraw its BID for a period of ninety (90) days after the opening of BIDS.

24. TAMPA BAY WATER accepts no responsibility for any expenses incurred in the BIDDERS' preparation of their BIDS; such expenses are to be borne exclusively by the BIDDERS.

25. BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the BIDDER, declares that the only person(s) or party(s) interested in this BID are those named herein, that this BID is, in all respects, fair and without fraud, that it is made without collusion with any official of TAMPA BAY WATER and that the BID is made without any connection or collusion with any person submitting another BID on the CONTRACT included herein.

The undersigned BIDDER proposes and agrees that if this BID is accepted it shall enter into a contract with TAMPA BAY WATER in the form included herein as the CONTRACT and perform and furnish all commodities under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in accordance with the other terms and conditions of the CONTRACT included herein.

The BIDDER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the commodities under the CONTRACT included herein.

The BIDDER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS. All BIDS shall remain open as specified in the INSTRUCTIONS TO BIDDERS included herein.

26. SALES AND USE TAXES

The BIDDER agrees that all applicable federal, state, and local sales and use taxes are included in the stated proposed prices for the commodities under the CONTRACT included herein.

27. QUALIFICATION OF BIDDERS

BIDS will only be considered from BIDDERS who provide Liquid Ammonium Sulfate & Liquid Sodium Hypochlorite Supply Services. BIDDER shall document their qualifications and experience in providing Liquid Ammonium Sulfate & Liquid Sodium Hypochlorite Supply Services on the BIDDER'S EXPERIENCE LIST.

28. QUANTITIES

The quantity specified on the BID SCHEDULE is to be used for establishing the basis of award purposes only and TAMPA BAY WATER reserves the right to increase or decrease quantities shown or used without penalty.

29. PRICING

The BIDDER acknowledges and agrees that the separate prices on the BID SCHEDULE, where they are applicable and deemed acceptable by TAMPA BAY WATER, will be used by TAMPA BAY WATER and the BIDDER, if awarded the CONTRACT included herein, whenever similar commodities are added to or deducted from the CONTRACT.

30. AWARD

TAMPA BAY WATER will award the CONTRACT included herein to the lowest responsive, responsible BIDDER deemed most qualified to provide the specified commodities under the CONTRACT included herein.

BID FORMS

ADDENDA

The BIDDER acknowledges that he has received Addenda Number(s):

<i>N/A</i>		
Number	Addendum Title	BIDDER Initials
Number	Addendum Title	BIDDER Initials
Number	Addendum Title	BIDDER Initials

BIDDER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the BIDDER further agrees that its BID is submitted after consideration of said addenda.

BID SCHEDULE

Line Item	Description	Est. Annual Qty	Base Unit Price	Total Annual Price
A	Furnish and Deliver Liquid Ammonium Sulfate per specifications (A)	9,855 Gallons	X \$ 1.98	= \$ 19,512.90
B	Furnish and Deliver Sodium Hypochlorite per specifications (B)	40,000 Gallons	X \$ 1.28	= \$ 51,200.00
PROPOSED TOTAL ANNUAL BID PRICE (A+B)				\$ 70,712.90
C	Owner's Allowance - 20% of PROPOSED TOTAL ANNUAL BID PRICE (A+B) (C)	Lump Sum	\$	14,142.58
PROPOSED TOTAL ANNUAL CONTRACT PRICE (A + B + C)				84,855.48

PROPOSED TOTAL ANNUAL CONTRACT PRICE (A + B + C)

Eighty Four Thousand Eight Hundred Fifty Five & 48/100

(Amount Written in Words)

[Signature]

Authorized Signature

The Dumont Company Inc

Company Name

381. S. Central Ave. Oviedo FL 32765

Company Address

800-330-1369

Telephone Number

800-524-9315

Fax Number

rone@dumontchemicals.com

Email Address

AUTHORIZED SIGNATURES

BID submitted on the 12 day of Nov., 2013.

If the BIDDER is an individual (sole proprietor):

Signature: N/A

Name and Title: _____

By: _____
(if other than named individual, attach Power of Attorney)

Doing Business As: _____

Business Address: _____

(City, State, Zip)

Phone #: _____ Fax #: _____

If the BIDDER is a Partnership:

By: N/A

Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Business Address: _____

(City, State, Zip)

Phone #: _____ Fax #: _____

If BIDDER is a Corporation:

By: The Dumont Co. Inc.
(Legal Corporation Name)

Name and Title: Ronald Cartwright, President

By: [Signature]
(Attach Evidence of Authority to Sign)

Name and title and Signature of Official Attesting:

Name: Julie B. Cartwright, Vice Pres. Sec/Treas.

Title: Vice Pres - Sec/Treas.

By: [Signature]

Business Address: 381 S. Central Ave.
Dunedin, FL 32765

City, State, Zip

Phone #: 800-330-1369

Fax #: 800-524-9315

State of Incorporation: Florida

If BIDDER is a Joint Venture:

Each joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

DUMONT

November 12, 2013

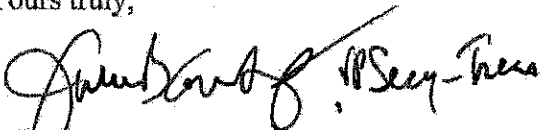
Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763-1102

RE: Contract #2014-021
BUD-7 FACILITY CHEMICAL SUPPLY SERVICES

I, Julie B. Cartwright, Vice President/Secretary-Treasurer of The Dumont Company, do hereby certify that Ronald H. Cartwright, President, is duly authorized to sign all documents on behalf of the company.

If you have any questions please do not hesitate to call me.

Yours truly,

A handwritten signature in black ink, appearing to read "Julie B. Cartwright, VP Secy-Treas".

Julie B. Cartwright
Vice President/Secretary-Treasurer

Enc.

JBC/mas

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Seminole

Ronald H. Cartwright ("AFFIANT"), being first duly sworn, deposes and says that:

1. AFFIANT is President of The Dumont Co., Inc. (the "BIDDER") and has submitted the attached BID;

2. AFFIANT has personal knowledge of the matters set forth herein and is competent to testify;

3. AFFIANT is fully informed respecting the preparation and contents of the attached BID and all pertinent circumstances respecting the BID;

4. The BID is genuine and is not a collusive or sham BID;

5. Neither the BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including AFFIANT, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other BIDDER, firm, or person to submit a collusive or sham BID, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost element of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against TAMPA BAY WATER or any person interested in the CONTRACT.

By [Signature]

Title: President

(Corporate Seal)

Subscribed and sworn before me this 12 day of Nov., 2013, by Ronald Cartwright, who is personally known to me or has produced N/A as identification.

[Signature]
Notary Public:

Print Name MARCIA A. STIVANSON
My Commission # EE 179182
Expires April 20, 2016
Bonded Thru Budget Notary Services

DUMONT

November 12, 2013

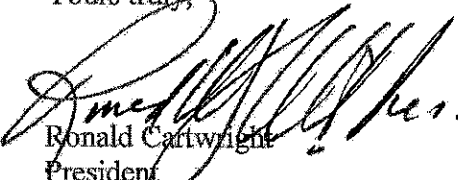
Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763-1102

RE: Contract #2014-021
BUD-7 FACILITY CHEMICAL SUPPLY SERVICES

Attached is Dumont's certified check in the amount of \$5,000.00 in lieu of a Bid Surety Bond.

If you have any questions please do not hesitate to call me.

Yours truly,

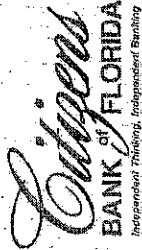


Ronald Cartwright
President

Enc.

RHC/mas

CASHIER'S CHECK



155562

REMITTER

THE DUMONT COMPANY, INC.

11/12/2013

63-554
631

PAY TO THE
ORDER OF TAMPA BAY WATER

\$5,000.00

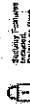
FIVE THOUSAND AND 00/100

DOLLARS

P.O. BOX 820729
OMIEDO, FLORIDA 32762-0729
(407) 365-6611

Donna J. Smith

NOTICE TO PURCHASER: THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE AN OFFICIAL CHECK ON THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.



⑈ 155562⑈ ⑆063105544⑆ 79 125 30⑈

11/14/13
orig. check
in Finance
Safe

BIDDER'S EXPERIENCE LIST

To enable TAMPA BAY WATER to evaluate the BIDDER's qualifications to provide the COMMODITIES, the BIDDER shall list in the spaces below similar **BUD-7 CHEMICAL SUPPLY SERVICES LIQUID AMMONIUM SULFATE & LIQUID SODIUM HYPOCHLORITE** contracts the BIDDER has completed or has under active contract within the last five (5) years.

EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	CONTACT NAME
City of Deltona	255 Enterprise Deltona, FL 32135	386-804-2398	Jim Smith
Polk County Utilities	1011 Jim Keene Blvd. Winter Haven, FL 33880	863-298-1400	Mark Lowenstein
Hillsborough County	601 E Kennedy Blvd. 18th Flr Tampa, FL 33602	813-272-5997	Kay McCormick
* Pasco County	8919 Government Dr. New Port Richey, FL 34654	727-847-8145	Jim Kaplan
Clay County	3176 Old Jennings Rd Middletown, FL	904-213-2435	Amy Palmieri
* Palm Coast	160 Cypress Point Pkwy Palm Coast, FL 32104	386-986-2348	Jim Hogan
Pinellas County	400 S. Ft Harrison, 6th Flr Clearwater, FL 33762	717-453-6990	Steve Soltan
* Sarasota County	1660 Kingling Blvd. Sarasota, FL 34231	941-650-9218	Mike Misoff
* City of Lake City	144 SE Dwyne Loop Lake City, FL 32055	386-466-3352	Steve Roberts

* Significant users of Ammonium Sulfate?

DUMONT

REQUIRED DOCUMENTS

FOR

AMMONIUM SULFATE SOLUTION (AS4000)

381 South Central Avenue, Oviedo, FL 32765
Phone: 800-330-1369 Fax: 800-524-9315

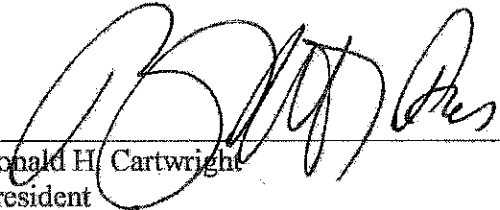
DUMONT

CERTIFIED ANALYSIS AFFIDAVIT

Tampa Bay Water


RE: Contract #2014-021

This is to certify that the Ammonium Sulfate, 40% (AS4000) is manufactured and furnished by The Dumont Company. Dumont's AS4000 is in compliance with all applicable requirements of the "Technical Specifications for Liquid Ammonium Sulfate" for the above referenced contract. In addition the AS4000 complies the latest revisions of the AWWA B302-05 and the Water Chemicals Codex directives for impurity limits.



Ronald H. Cartwright
President

Sworn to & Subscribed before me this 12th day of November 2013.



Marcia Stivanson
Notary Public, State of Florida



MARCIA A. STIVANSON
MY COMMISSION #EE 179182
EXPIRES: April 20, 2016
Bonded thru Budget Notary Services



THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

2-Dec-2009
Page 1 of 1

Report For: The Dumont Company, Inc.
PO Box 622280
Oviedo, FL 32762-2280

Sample Identification:

40% Ammonium Sulfate
ID: AS 4000

Attn: Ron Cartwright

Date Received: 30-Nov-2009

Laboratory Number: 403765

CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Units
AWWA	(NH ₄) ₂ SO ₄	39.8	%
AWWA	NH ₃	10.2	%
	Specific Gravity	1.2057	

THORNTON LABORATORIES
Steve Fickett, III

AS 4000

Ammonium Sulfate Solution

DUMONT

- ANSI/NSF Standard 60 Certified
- Reduces disinfection byproducts

- Non-toxic, non-volatile, odor free
- Stable strength indefinitely

Usage

AS4000 is a 40% aqueous solution of ammonium sulfate used as a source of ammonia in the formation of chloramines to disinfect treated water. Proper dosage reduces disinfection byproducts including THM's.

Description

Appearance	Clear, Pale Yellow Liquid
% (NH ₄) ₂ SO ₄	40%
% NH ₃	10.3%
% N	8.5%
Specific Gravity	1.20 - 1.23
pH	4.0 - 7.0

Application

This product should be applied using a metering pump, fed neat from the storage vessel without dilution. Dosage is dependent upon the free chlorine residual (not dosage). The accepted ratio of Cl₂:N is 4:1 for formation of monochloramines (which provides the most effective disinfection of drinking water). For optimal results the water pH should be maintained between 7.0 - 8.5.

Fiberglass or Polyethylene (HDLPE or XLPE) storage tanks can be used. Schedule 80 PVC piping should be used with EPDM gaskets and o-rings (viton will work but not preferred). Stainless steel tanks and piping cannot be used.

Handling

AS4000 is a non-regulated, non-hazardous product. Avoid contact with skin or eyes and wash affected areas with water if contact is made. Refer to the MSDS for more detailed instructions.

Shipping

AS4000 is packaged in drums and totes. It is also available in bulk tanker loads and in smaller quantities through our Mini-Bulk service.

Customer Service

Dumont can provide a complete chemical feed program to meet your water quality needs including equipment and set up. We deliver all chemicals used for drinking water systems and most are available through our Mini-Bulk service. For complete details on all of our products and services, please contact:

DUMONT

381 S. Central Ave. Oviedo, FL 32765
Ph: 800-330-1369 Fax: 800-524-9315
www.dumontchemicals.com

The information provided has been obtained from sources believed to be reliable and is accurate to the best of our knowledge. Government regulations and standards change without notice. Further, handling and use of the product is beyond our control. Dumont provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use.

Comparison of Ammonia Sources

	Ammonia Anhydrous	Ammonium Hydroxide, 19%	Ammonium Sulfate, 40%
Formula	NH ₃	NH ₄ OH	(NH ₄) ₂ SO ₄
Form	Gas	Liquid	Liquid
% Active	100.0	40.0	40.0
% NH ₃	100.0	19.0	10.3
% N	82.3	15.6	8.5
Toxic Vapors	Yes	Yes	No
SARA Title III	Yes	Yes	No
CERCLA Reportable	Yes	Yes	No
DOT Regulated	Yes, UN 1005	Yes, UN 2672	No
Reportable Quantity	100 lbs	1,000 lbs	None
Safety	Toxic, Volatile	Toxic, Volatile	Non-toxic, non-volatile
Odor	Ammonia Odor	Ammonia Odor	No Ammonia Odor
Stability	Stable under pressure	Unstable, scrubbed	Stable indefinitely
N Equivalent -lbs*	1.00	5.26 (.68 gal)	9.63 (.95 gal)
N Equivalent -gal**	NA	1.00	1.40
Density (lbs/gal)	NA	7.75	10.1

* lbs required to provide same Nitrogen equivalent as 1.0 lb of anhydrous ammonia

** gallons required to provide same Nitrogen equivalent as 1.0 gal of 19% aqueous ammonia

Certificate of Compliance

Certificate Number 20090323 - MH46303D
Report Reference MH46303, March 08, 2008
Issue Date 2009 March 23

Page 1 of 1



**Underwriters
Laboratories Inc.**

Issued to:

DUMONT CO INC

**381 S CENTRAL AVE
OVIEDO, FL 32765 USA**

*This is to certify that
representative samples of*

Drinking Water Treatment Chemicals

Model Descriptions: AS 1000, AS 4000

*Have been investigated by Underwriters Laboratories Inc.® in accordance
with the Standard(s) indicated on this Certificate.*

Standard(s) for Safety:


The basic standard used to investigate products in this category is ANSI/NSF 60-2005, "Drinking Water Treatment Chemicals - Health Effects."

*Additional Information:
(Cont.)*

The following maximum use level restrictions:

Product	Maximum Use Level, mg/L
AS 1000	25
AS 4000	60

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product

Issued by:

Jim Larin

**Jim Larin, Customer Service Specialist
Underwriters Laboratories Inc.**

Reviewed by:

Douglas Frederick

**Douglas Frederick, Section Manager II
Underwriters Laboratories Inc.**

Any information and documentation involving UL Mark services are provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL.

For questions in The United States of America you may call 1-877-UL-HELPS.

DUMONT

Material Safety Data Sheet

Provided by:
The Dumont Company, Inc.
381 S. Central Ave., Oviedo, FL 32765
Phone (800) 330-1369/Fax (800) 524-9315

I. Chemical Product Identification

Product Name: AS 4000 **CAS-Number:** N/A
Synonyms: Ammonium Sulfate Solution
Chemical Name: Ammonium Sulfate Solution
Emergency Phone: 800-330-1369 **Date of Issue:** 10/01/2006
Revised Date: 01/25/2008

II. Composition

Components	Percent	TLV-TWA
Ammonium Sulfate	40.0	N/A
Water	60.0	N/A

III. Health Hazards

Eye Contact: Possible irritation if exposed to individual sensitivity
Skin Contact: Possible irritation of exposed tissue due to individual sensitivity
Inhalation: May cause irritation to nose, throat and respiratory tract
Ingestion: May cause sore throat, abdominal pain, vomiting or diarrhea
Carcinogenicity: Not listed by NTP, IARC, or OSHA

IV. First Aid Procedures

Eye Contact: Immediately flush eyes with water for at least 20 minutes. If irritation persists, consult a physician.
Skin Contact: Immediately flush skin with water for at least 20 minutes. Avoid spreading material on unaffected skin.
Inhalation: Avoid breathing dust or vapors. Move victim to fresh air. Get medical attention for irritation or discomfort.
Ingestion: Give large amounts of water and induce vomiting. Call emergency medical attention.

V. Personal Protection Information

Respiratory Protection:	Wear NIOSH approved mist respirators if aerosols are present.
Ventilation:	Area should be well ventilated.
Skin Protection:	Wear gloves and other protection if skin is sensitive or a reaction occurs
Eye/Face Protection:	Wear safety glasses, goggles or face shield. Contact lenses should not be worn.
Other Protection:	Eye bath and safety shower.
Work Practices:	Use good personal hygiene practices. Wash hands before eating, drinking, smoking, or using toilet facilities. Promptly remove soiled clothing and wash thoroughly before reuse. Shower after work using plenty of soap and water.

VI. Fire and Explosion Hazard

Flash Point Method:	>200 F TOC	LEL: N/A
Flammable Limit:	N/A	UEL: N/A
Extinguishing Media:	Dry Chemical, foam and CO2	
Special Fire Fighting Procedures:	A self-contained breathing apparatus should be worn by fire fighting personnel.	

VII. Measures for Accidental Release

Steps to be taken in case of release or spill:	Contain as much spilled material as possible. Collect material and store in a dry area. Follow Federal, State and Local regulations for disposal.
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VIII. Handling and Storage

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area, away from heat and incompatible materials. Protect containers from physical damage.

IX. Physical Data

Boiling Point (°C)	>100C	Vapor Pressure (mmHG):	N/A
Solubility (H2O):	Infinite	Vapor Density (Air=1):	N/A
pH:	4.0 - 7.0	Specific Gravity (H2O=1):	1.10 - 1.30
Appearance/Odor:	Clear, odorless liquid	Evaporation Rate:	N/A

X. Reactivity

Stability: Stable
Incompatibility: Ammonium nitrate; Potassium nitrite or alloy; strong oxidizers
Decomposition/Byproducts: Ammonia and sulfur trioxide at > 455F.
Hazardous Polymerization: Will not occur
Conditions to Avoid: None known

XI. Waste Disposal Method

Not a RCRA hazardous waste. Dispose of waste according to all Federal, State and local regulations.

XII. Transport Information

USA Dot Shipping Name: Not Regulated
Hazard Class: Non-hazardous

HMIS Hazard Rating

Health: 1 0-Least 1-Slight **Fire:** 0 2-Moderate 3-High 4-Extreme **Reactivity:** 0

XIII. Other Information

SARA Title III/CERCLA: Not regulated
UL Maximum Use Level for Potable Water (Standard 60): 60.0
TSCA (Toxic Substance Control Act), 40 CFR 710: N/A
Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

Disclaimer of Warranty:

The information provided in this Material Safety Data Sheet has been obtained from sources believed to be reliable. Dumont provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. The other information is offered for your information, consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Dumont knows of no other medical condition other than those noted on this Material Safety Data Sheet, which are generally recognized as being aggravated by exposure to this product.

DUMONT

**REQUIRED DOCUMENTS
FOR
LIQUID SODIUM HYPOCHLORITE**

381 South Central Avenue, Oviedo, FL 32765
Phone: 800-330-1369 Fax: 800-524-9315

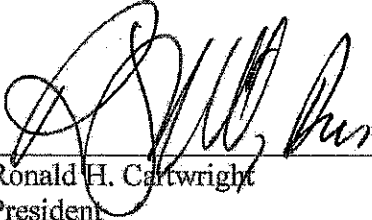
DUMONT

CERTIFIED ANALYSIS AFFIDAVIT

Tampa Bay Water


RE: Contract #2014-021

This is to certify that the Liquid Sodium Hypochlorite, 12.5% furnished by The Dumont Company is in compliance with all applicable requirements of the "Technical Specifications for Liquid Sodium Hypochlorite". The Sodium Hypochlorite complies with the latest revisions of the AWWA B302-05 and the Water Chemicals Codex directives for impurity limits.



Ronald H. Cartwright
President

Sworn to & Subscribed before me this 12th day of November 2013.



Marcia Stivanson
Notary Public, State of Florida



MARCIA A. STIVANSON
MY COMMISSION # EE 179182
EXPIRES: April 20, 2016
Bonded Third Budget Notary Services



November 11, 2013

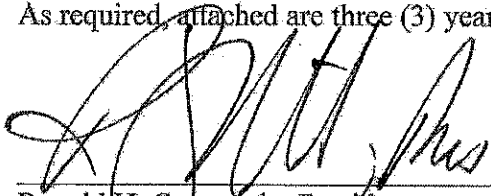
Tampa Bay Water

RE: Contract #2014-021
BUD-7 Facility Chemical Supply Services

Subject: Regulatory Actions: Fines, Correspondence and Consent Orders
Contract Terminations, Safety Incidents, Spills & National Response Center
Notifications.


In response to Liquid Sodium Hypochlorite Specification, page 43, item #3, 3.3: We have not had any Regulatory Actions; fines, correspondence and/or consent orders, nor has Dumont had any safety incidents, contract terminations, spills or National Response Center notifications in the past (5) five years.

As required, attached are three (3) years of OSHA Logs for your review.



Ronald H. Cartwright, President
The Dumont Company

Sworn to & Subscribed before me this 12th day of November 2013



Marcia Stivanson, Notary Public, State of Florida



ODYSSEY
MANUFACTURING CO.

MATERIAL SAFETY DATA SHEET

REVISED 5/24/13

SECTION I CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

ODYSSEY MANUFACTURING CO.
1484 Massaro Boulevard
Tampa, Florida 33619
1-813-635-0339 (24 hours)

EMERGENCY RESPONSE NUMBER:
1-800-ODYSSEY (FLORIDA)
1-813-635-0339 (OUTSIDE FLORIDA)
1-813-340-9093 (Control Room Cell Phone)
1-800-226-0911 (ACT Environmental)

SUBSTANCE: SODIUM HYPOCHLORITE

TRADE NAME: Ultra-CHLOR

CHEMICAL NAME/SYNONYMS: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-
solution, Bleach, and Liquid Bleach.

CAS NUMBER: 7681-52-9

CHEMICAL FAMILY: Alkali

FORMULA: NaOCl

DOT PROPER SHIPPING NAME: Hypochlorite Solution

DOT HAZARD CLASS: 8 (Corrosive) PG III; PG II (For solutions greater than 16% available chlorine)

DOT IDENTIFICATION NO: UN1791

RQ: 100 pounds (Approximately 100 gallons of Odyssey Ultrachlor 12.5 Trade Percent Sodium Hypochlorite)

DOT EMERGENCY GUIDE NO: 154

SECTION II COMPOSITION, INFORMATION ON INGREDIENTS

INGREDIENT(S):

Sodium Hypochlorite (NaOCl)	10.0 - 15.0% wt
Salt (NaOCl)	6.0 - 8.0% wt
Sodium Hydroxide (NaOH)	0.2 - 0.4% wt
Water (H ₂ O)	76.6 - 83.8% wt

SECTION III HAZARDS IDENTIFICATION

NEPA CLASSIFICATION (SCALE 0-4): Health=2 Fire=0 Reactivity=1

EC CLASSIFICATION (ASSIGNED): C (Corrosive)

EMERGENCY OVERVIEW

COLOR: Yellow

PHYSICAL FORM: Liquid

ODOR: Chlorine Odor

MAJOR HEALTH HAZARDS: Respiratory Tract Burns, Skin Burns, Mucous Membrane Burns, and Eye Irritation

HAZARDOUS MIXTURES WITH OTHER LIQUIDS, SOLIDS, OR GASES: Reacts violently with acids liberating chlorine gas. Also reacts with organic substances. Reaction with water is *not* exothermic.

POTENTIAL HEALTH EFFECTS

INHALATION:

- **SHORT TERM EXPOSURE:** Irritation to respiratory tract. May have same as effects reported in other routes of exposure, burns, blisters, nausea, difficulty breathing, and lung congestion.
- **LONG TERM EXPOSURE:** Same as effects reported in short term exposure.

SKIN CONTACT:

- **SHORT TERM EXPOSURE:** Irritant, reddening of the skin. May have burns, blisters, and itching
- **LONG TERM EXPOSURE:** Same as effects reported in short term exposure.

EYE CONTACT:

- **SHORT TERM EXPOSURE:** Irritation (possibly severe), possible eye damage
- **LONG TERM EXPOSURE:** Same as effects reported in short term exposure.

INGESTION:

- **SHORT TERM EXPOSURE:** Burns, vomiting stomach pain, disorientation, bluish skin color, convulsions, coma
- **LONG TERM EXPOSURE:** Same as effects reported in short term exposure.

CARCINOGEN STATUS

OSHA: N

NTP: N

IARC: N

SECTION IV FIRST AID MEASURES

INHALATION: Remove from exposure and get fresh air. Use a bag valve mask or similar device to perform artificial respiration (rescue breathing) if needed. Keep warm and at rest. Get medical attention immediately if artificial respiration is required.

SKIN CONTACT: Remove contaminated clothing, jewelry, and shoes immediately. Flush affected area with large amounts of water, preferably a safety shower. Use soap or mild detergent and large amounts of water until no evidence of chemical remains (at least 15-20 minutes). For burns, cover affected area securely with sterile, dry, loose fitting dressing. If skin is burned, get medical attention immediately.

EYE CONTACT: Wash eyes immediately with large amounts of water, occasionally lifting upper and lower lids, until no evidence of chemical remains (at least 15 minutes). Continue irrigating with a normal saline solution until ready to transport to physician. Cover with sterile bandages. Get medical attention immediately.

INGESTION: Rinse mouth with water. Drink large quantities of milk (water if no milk is available). Milk of magnesia may be helpful. **DO NOT USE ACIDIC ANTIDOTES SUCH AS SODIUM BICARBONATE.** When vomiting occurs, keep head lower than hips to help prevent aspiration. If person is unconscious, do not induce vomiting and turn their head to the side. Never make an unconscious person vomit or drink fluids. Get medical attention.

NOTE TO PHYSICIAN: For inhalation, consider oxygen. For ingestion, avoid gastric lavage, emesis, sodium bicarbonate and acid solutions. Consider the use of antacids.

SECTION V FIRE FIGHTING MEASURES

FLASH POINT: Non-flammable

FLAMMABLE LIMITS: Non-flammable

FIRE AND EXPLOSION HAZARDS: Negligible fire hazard. Toxic fumes can be liberated by contact with acid or heat.

EXTINGUISHING MEDIA: Regular dry chemical, carbon dioxide, water, or foam suitable for surrounding fire.

For large fires, use regular foam or flood with fine water spray.

FIRE FIGHTING: Wear self-contained breathing apparatus and full protective clothing. Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. Use extinguishing agents appropriate for surrounding fire. Do not get water directly on material. For large fires, flood with fine water spray. Reduce vapors with water spray. Apply water from a protected location or from a safe distance. Avoid body contact or inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION VI ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE: Do not touch spilled material. Stop leak if possible without personal risk. For small spills, collect spilled material in appropriate container for disposal and consider absorbing with sand or other non-combustible material (e.g., do not use sawdust or other combustible material). Be advised, however, that the use of absorbing material is creating hazardous waste and this absorbing material must now be disposed of properly. Collect spilled material in appropriate container for disposal. For small dry spills, move containers away from spill to a safe area. For large spills, dike for later disposal. If possible, do not allow material to enter sewers, streams, ponds or storm conduits as concentrated solutions will seriously injure aquatic life. Keep unnecessary people away, isolate hazard area and deny entry. Contain in as small an area as possible, such as a holding area for dilution and neutralization. Contain spill in plastic drums when available. Dispose of in accordance with Federal, State, and local regulations. Personnel engaged in cleanup operations must be equipped with NIOSH approved respirator protection, rubber boots, gloves, and clothing to avoid body contact. **Reportable Quantity (RQ):** 100 pounds (approximately 100 gallons of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g., defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance. ACT Environmental is a private company that can be hired to provide emergency response and site cleanup services at (800) 226-0911. For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission (U.S. SARA Section 304) at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 426-2675 (CERCLA Section 103) within 15 minutes. Sometimes they will communicate with each other BUT DO NOT DEPEND ON THIS!

ADVANCE PLANNING: Plan in advance for an occupational release and have necessary equipment and neutralization agents on-site. Contact Odyssey Manufacturing for assistance.

SECTION VII HANDLING AND STORAGE

Store in vented, closed containers that provide protection from direct sunlight. Keep separated from incompatible substances and do not store near acids, ammonia, heat, or oxidizable materials or organics. When handling, do not mix with other cleaning agents that may liberate chlorine gas vapors (e.g., acidic agents).

Store and handle in accordance with all current regulations and standards.

SECTION VIII EXPOSURE CONTROLS AND PERSONNEL PROTECTION

EXPOSURE LIMITS: 2 mg/m³ AIHA recommended STEL 15 minute(s) for Sodium Hypochlorite

VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Splash goggles are preferred to a faceshield. Another option is to wear splash resistant safety goggles with a faceshield. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: It is recommended to wear appropriate chemical resistant clothing to avoid body contact such as a rubber apron or rain suit. Boots are preferred for footwear.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed.

Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

- Any chemical cartridge respirator with organic vapor cartridge(s).
- Any chemical cartridge respirator with a full facepiece and organic vapor cartridge(s)
- Any air-purifying respirator with a full facepiece and an organic vapor canister
- Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply (Use for Unknown Concentrations or those that may be Immediately Dangerous to Life or Health)
- Any self-contained breathing apparatus with a full facepiece (Use for High Concentrations or those which are immediately Dangerous to Life or Health)

SECTION IX PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL APPEARANCE: Liquid

APPEARANCE AND ODOR: Clear - Chlorine odor like household bleach.

COLOR: Greenish - Yellowish cast

MOLECULAR WEIGHT: 74.44

MOLECULAR FORMULA: Na-O-Cl

BOILING POINT: Degrades at 230 Degrees Fahrenheit

FREEZING POINT: 7 Degrees Fahrenheit

SPECIFIC GRAVITY: 1.15 - 1.17 at 60 Degrees Fahrenheit
PH: Approximately 11 - 13
VAPOR PRESSURE (mm HG): Vapor Pressure of water + decomposition product Vapor Pressure
VAPOR DENSITY: Not Available
SOLUBILITY IN WATER: Complete
VOLATILITY: Not Available
EVAPORATION RATE: >1
COEFFICIENT OF WATER/OIL DISTRIBUTION: Not Available

SECTION X STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.
CONDITIONS TO AVOID: Avoid heat, flames, sparks and other sources of ignition. Dangerous gases may accumulate in confined spaces. May ignite or explode on contact with combustible materials.
INCOMPATIBLES: Acids, metals, amines, combustible materials, reducing agents. Specific reactions with sodium hypochlorite include the following:
ACIDS: Violent reaction.
ALUMINUM: Corrosive action.
AMINES: Form explosive chloramines.
AMMONIA: Form explosive chloramines.
AMMONIUM SALTS: May form explosive product.
BENZYL CYANIDE (ACIDIFIED): Explosive reaction.
CELLOULOSE: Violent reaction
ETHYLENEIMINE: Forms explosive 1-chloroethyleneimine.
FORMIC ACID: Explosive mixture.
METHANOL: May form explosive compound.
NITROGEN COMPOUNDS: Forms explosive N-chloro compounds.
ORGANIC AND COMBUSTIBLE MATERIALS: Fire and explosion hazard.
OXALIC ACID: Intense reaction
REDUCING AGENTS: Fire and explosion hazard
ZINC: Corrosive
HAZARDOUS DECOMPOSITION:
Thermal decomposition products – Chlorine and Hydrochloric Acid Vapors
Decomposition Products – Hypochlorous Acid Vapors
POLYMERIZATION: Will not polymerize.

SECTION XI SODIUM HYPOCHLORITE TOXICOLOGICAL INFORMATION

IRRITATION DATA: 10 mg eyes – rabbit moderate
TOXICITY DATA:
1 gm/ kg oral-woman; TDLo; 45mg/kg intravenous-man TDLo; 5800 mg/ kg oral-mouse LD50; 140 mg/ kg/9 week(s) continuous oral-rat TDLo
CARCINOGEN STATUS: According to the IARC, animal inadequate evidence, human no adequate data, Group 3 (Hypochlorite salts)
LOCAL EFFECTS:
Corrosive: Inhalation, skin contact, eye, ingestion hazards
ACUTE TOXICITY LEVEL:
Slightly Toxic if ingested
MUTAGENIC DATA:
Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9); DNA repair – Escherichiacoli 20ug/ disc; DNA damage – Escherichiacoli 420 umol/L; phage inhibition capacity – Escherichiacoli 103 ug/ well; micronucleus test - non-mammalian species multiple 200 ppb; cytogenetic analysis - non-mammalian species multiple 120 ug/ L; cytogenetic analysis – human lymphocyte 100 ppm 24hour(s); sister chromatid exchange – human embryo 149 mg/ L; cytogenetic analysis – hamster lung 100 mg/ L
HEALTH EFFECTS:

INHALATION

ACUTE EXPOSURE: May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat; 40-60 mg/m³ may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

CHRONIC EXPOSURE: No data available.

SKIN CONTACT

ACUTE EXPOSURE: Extent of damage depends on concentration, pH, volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

CHRONIC EXPOSURE: Effects depend on concentration and duration of exposure. Repeated or prolonged contact with corrosive substances may result in dermatitis or effects similar to acute exposure. Allergic dermatitis has also been reported.

EYE CONTACT

ACUTE EXPOSURE: May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

CHRONIC EXPOSURE: Depending on concentration and duration of exposure, symptoms may be as those of acute exposure.

INGESTION

ACUTE EXPOSURE: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

CHRONIC EXPOSURE: Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

SECTION XII ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

FISH TOXICITY: 94.0 ug/L 96h hour(s) LC50 (Mortality) Cutthroat trout
(*Oncorhynchus clarki*)

INVERTEBRATE TOXICITY: 31.6 ug/L 7 hour(s) IC50 (Species Diversity) Protozoan phylum (Protozoa)

ALGAL TOXICITY: 90 ug/L 96 hour(s) LC50 (Mortality) Algae, phytoplankton, algal mat (Algae)

PHYTOTOXICITY: 230 ug/L 35 hour(s) (Biomass) Curled pondweed (*Potamogeton crispus*)

OTHER TOXICITY: 2.1 ug/L 28 day(s) (Chlorophyll) Aquatic community (Aquatic community)

ENVIRONMENTAL SUMMARY: Highly toxic to aquatic life.

SECTION XIII DISPOSAL CONSIDERATIONS

Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): D001. Dispose in accordance with all applicable regulations.

SECTION XIV TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101 SHIPPING NAME-UN NUMBER: Sodium Hypochlorite) - UN1791

U.S. DOT 49 CFR 172.101 HAZARD CLASS OR DIVISION: 8

U.S. DOT 49 CFR 172.101 PACKING GROUP: III (less than 16% available chlorine) / II (16% or more available chlorine)

U.S. DOT 49 CFR 172.101 AND SUBPART E LABELING REQUIREMENTS: Corrosive

U.S. DOT 49 CFR 172.101 PACKAGING AUTHORIZATIONS:

EXCEPTIONS: 49 CFR 173.154

NON- BULK PACKAGING: 49 CFR 173.203 (less than 16% available chlorine) / 49 CFR 173.202 (16% or more available chlorine)

BULK PACKAGING: 49 CFR 173.241 (less than 16% available chlorine) / 49 CFR 173.242 (16% or more available chlorine)

U.S. DOT 49 CFR 172.101 QUANTITY LIMITATIONS:

PASSENGER AIRCRAFT OR RAILCAR: 5 LITERS / (less than 16% available chlorine) / 1 LITERS (16% or more available chlorine)
CARGO AIRCRAFT ONLY: 60 LITERS / (less than 16% available chlorine) / 30 LITERS (16% or more available chlorine)

SECTION XV REGULATORY INFORMATION

U.S. REGULATIONS

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): Y

SODIUM HYPOCHLORITE: 100 LBS RQ

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

SARA HAZARD CATEGORIES, SARA SECTIONS 311/312 (40CFR370.21):

ACUTE: Y

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N EUROPEAN REGULATIONS:

EC NUMBER (BINECS): 231-668-3

EC RISK AND SAFETY PHRASES:

R 31 Contact with acids liberates toxic gas.

R 34 Causes burns.

S ½ Keep locked-up and out of reach of children.

S 28b After contact with skin, wash immediately with plenty of soap and water.

S 45 In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible)

S 50 Do not mix with incompatible materials.

CONCENTRATION LIMITS:

C>10% C R 31-34

5 % <= C <= 10 % XI R 31-36/38

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK): 2 (Official German Classification)

SECTION XVI OTHER INFORMATION

For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

NovaChem

Laboratories, Inc

Date: 3 July 2013

Call for results over the phone
513-523-3605

Odyssey Sample Analysis Results Received 25 June 2013

Parameter	Bleach Rec'd <u>6/25/2013</u>	
Wt% NaOCl	11.63	
GPL Available Chlorine	130	
Trade %	13.0	
Wt% NaOH	0.331	
Calculated pH	13.0	
Wt% Na ₂ CO ₃	0.194	
Specific Gravity, g/mL	1.1712	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	480	DL = 100 mg/L
Perchlorate ion, mg/L	<5	DL = 5 mg/L
Iron, mg/L	0.18	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, mg/L	101,112	
Sodium, g/L (estimate)	111	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.92	
Filter Test (1,000 mL)	0 min 52 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis

B.P. Bubnis

3 July 2013

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ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.
Ultra-Chlor Sodium Hypochlorite Specification
For
12.5 Trade Percent Available Chlorine

<u>Item</u>	<u>Guarantees</u>	<u>Typical Values</u>
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.15 - 0.4	0.25 - 0.35
pH:	12.3 - 12.7	12.4 - 12.6
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.85	11.05 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	5 - 10 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 - 2.50 centipois	1.75 - 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity :	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 - 1.25 minutes
Hardness (as Calcium Carbonate):	<5 ppm	1 ppm
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-04.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory Conditions	(4) Poisonings	(5) Hearing Loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Dumont - Apopka
Street	2263 Clark Street
City	Apopka
State	FL
Zip	32703
Industry description (e.g., <i>Manufacturer of motor truck trailers</i>)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	5
Total hours worked by all employees last year	10293
Sign here	
Knowhush falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Title
(Signature)	1/22/13
Phone	Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

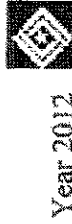
Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	0	(4) Poisonings	0	(5) Hearing Loss	0
(2) Skin disorders	0	(6) All other illnesses	0		
(3) Respiratory Conditions	0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



U.S. Department of Labor
Occupational Safety and Health Administration

Year 2012

Establishment Information	
Your establishment name	Dumont - Big Pine Key
Street	100 Industrial Road
City	Big Pine Key FL 33043
State	FL
Zip	33043
Industry description	(e.g., Manufacturer of motor truck trailers)
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known	(e.g., 3715)
NAICS, if known	(e.g., 336212)
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	1
Total hours worked by all employees last year	2235
Sign here	
Knowledge falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Title
Signature	5-6/14/2012
Date	4/22/13
Phone	

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

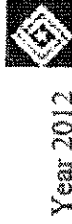
Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	0	0	0	0	0
(2) Skin disorders	0	0	0	0	0
(3) Respiratory Conditions	0	0	0	0	0
(4) Poisonings	0	0	0	0	0
(5) Hearing Loss	0	0	0	0	0
(6) All other illnesses	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Dumont - Hollywood
Street	5705 Dewey Street
City	Hollywood
State	FL
Zip	33023
Industry description (e.g., Manufacturer of motor truck trailers)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., SIC 1715)	
NAICS	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	1
Total hours worked by all employees last year	2000
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the figures are true, accurate, and complete.	
Company executive	Title
Signature	5.14.12
Phone	407.423.4878
Date	4/30/12

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	22
(K)	(L)

Injury and Illness Types

Total Number of:	(M)	(N)	(O)	(P)
(1) Injuries	1	(4) Poisonings	0	
(2) Skin disorders	0	(5) Hearing Loss	0	
(3) Respiratory Conditions	0	(6) All other illnesses	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Dumont - LaBelle
Street	871 Industrial Blvd
City	LaBelle
State	FL
Zip	33935
Industry description <i>(e.g., Manufacturer of motor truck trailers)</i>	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known <i>(e.g., SIC 573)</i>	
NAICS, if known <i>(e.g., 336212)</i>	
424690	
Employment Information <i>(If you don't have these figures, use the optional Worksheet to estimate.)</i>	
Annual average number of employees	5
Total hours worked by all employees last year	12700
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	<i>[Signature]</i>
Title	Safety Spec.
Phone	(813) 433-4577
Date	1/24/13

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 in OSHA's recordkeeping rule for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(M)	(4) Poisonings	0
(1) Injuries	0	(5) Hearing Loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory Conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Dumont - Main Office
Street	381 S. Central Ave.
City	Oviedo FL Zip 32765
Industry description (e.g., Manufacture of motor truck trailers)	Other Chemical and Allied Products Merchant Wholesalers
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336217)	424690
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	10
Total hours worked by all employees last year	22154
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Signature: [Signature] Title: Safety Manager
Phone	433-4878 Date: 1/22/12

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(1) Injuries	(2) Skin disorders	(3) Respiratory Conditions	(4) Poisonings	(5) Hearing Loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information

Your establishment name Dumont - Monticello
Street 33 Two Long Keen Road
City Monticello State FL Zip 32344

Industry description (e.g., *Manufacture of motor truck trailers*)

Other Chemical and Allied Products Merchant Wholesalers

Standard Industrial Classification (SIC), if known (e.g., SIC 3719)

(OR)

North American Industrial Classification (NAICS), if known (e.g., 336212)

424690

Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)

Annual average number of employees 1
Total hours worked by all employees last year 2278

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the figures are true, accurate, and complete.

[Signature] Title Sgt. J. J. J.
Company executive
Phone (813) 433-4878 Date 1/24/12

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	0	(4) Poisonings	0	(5) Hearing Loss	0
(2) Skin disorders	0	(6) All other illnesses	0		
(3) Respiratory Conditions	0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Dumont - Oviedo
Street	812 Eyrie Drive
City	Oviedo
State	FL
Zip	32765
Industry description <i>(e.g., Manufacture of motor truck trailers)</i>	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known <i>(e.g., SIC 3715)</i>	
OR	
North American Industrial Classification (NAICS), if known <i>(e.g., 336212)</i>	
424690	
Employment Information <i>If you don't have these figures, use the optional Worksheet in estimate.</i>	
Annual average number of employees	4
Total hours worked by all employees last year	6724
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Signature: <i>[Signature]</i>
Phone	407.433.8825
Date	1/22/12

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

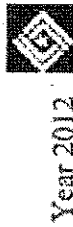
Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	0	0	0	0	0
(2) Skin disorders	0	0	0	0	0
(3) Respiratory Conditions	0	0	0	0	0
(4) Poisonings	0	0	0	0	0
(5) Hearing Loss	0	0	0	0	0
(6) All other illnesses	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



U.S. Department of Labor
Occupational Safety and Health Administration

Year 2012

Establishment Information	
Your establishment name	Dumont - Starke
Street	419 Edwards Road
City	Starke
State	FL
Zip	32091
Industry description (e.g., Manufacture of motor truck trailers)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., NA 1771)	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	5
Total hours worked by all employees last year	10711
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Starke
Title	Starke
Phone	933-4519
Date	1/24/12

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types


Total Number of:	(M)	(N)	(O)	(P)
(1) Injuries	0	0	0	0
(2) Skin disorders	0	0	0	0
(3) Respiratory Conditions	0	0	0	0
(4) Poisonings	0	0	0	0
(5) Hearing Loss	0	0	0	0
(6) All other illnesses	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Dumont - Tarrytown
Street	13825 SR 471
City	Webster
State	FL
Zip	33597
Industry description (e.g., <i>Manufacture of motor truck trailers</i>)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., <i>3714</i>)	
OR	
North American Industrial Classification (NAICS), if known (e.g., <i>336212</i>)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	4
Total hours worked by all employees last year	10609
Sign here	
Knowingly falsifying this document may result in a fine.	
(I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.)	
	
Company executive	SR/Spec
Phone	813 433 4995
Date	4/23/13

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(1) Injuries	(2) Skin disorders	(3) Respiratory Conditions	(4) Poisonings	(5) Hearing Loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information			
Your establishment name	Tarttoun		
Street	13825 SR 471		
City	Webster	State	FL
Zip	33597		
Industry description (e.g., <i>Manufacture of motor truck trailers</i>)			
Other Chemical and Allied Products Merchant Wholesalers			
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)			
OR			
North American Industrial Classification (NAICS), if known (e.g., 336212)			
424690			
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)			
Annual average number of employees		5	
Total hours worked by all employees last year		11475	
Sign here			
Knowingly falsifying this document may result in a fine.			
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.			
Company executive		Title	
1813, 433-4875		Secty	
Phone		Date	
		11/2/11	

Summary of Work-Related Injuries and Illnesses

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other nonfatal cases
10	10	10	10

(1) $\{1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100\}$

(2) $\{1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100\}$

(3) $\{1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100\}$

(4) $\{1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100\}$

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0-3	0-3
4-6	4-6
7-14	7-14
15-30	15-30
31-60	31-60
61-90	61-90
91-120	91-120
121-180	121-180
181-270	181-270
271-365	271-365
366-525	366-525
526-730	526-730
731-1095	731-1095
1096-1825	1096-1825
1826-3650	1826-3650
3651-7300	3651-7300
7301-10950	7301-10950
10951-18250	10951-18250
18251-36500	18251-36500
36501-73000	36501-73000
73001-109500	73001-109500
109501-182500	109501-182500
182501-365000	182501-365000
365001-730000	365001-730000
730001-1095000	730001-1095000
1095001-1825000	1095001-1825000
1825001-3650000	1825001-3650000
3650001-7300000	3650001-7300000
7300001-10950000	7300001-10950000
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1095000000001-1825000000000	1095000000001-1825000000000
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65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

Injury and Illness Types

Fig. 1. Number of

References

e) Skin disorders

3) Respiratory Comp

3.1 Respiratory Conditions

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Year 2011



U.S. Department of Labor
Occupational Safety and Health Administration


Establishment Information
Your establishment name Starke
Street 419 Edwards Road
City Starke State FL Zip 32091

Industry description (c. Manufacturer of motor truck trailers)
Other Chemical and Allied Products Merchant Wholesalers

Standard Industrial Classification (SIC), if known (e.g., SIC 3715) _____
OR _____
North American Industrial Classification (NAICS), if known (e.g., 336212) _____
424690

Employment Information *(If you don't have these figures, use the optional Worksheet to estimate.)*
Annual average number of employees 4
Total hours worked by all employees last year 9180

Sign here
Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that in the best of my knowledge the entries are true, accurate, and complete.



Company executive Title Exec Date 4/16/12

Phone (904) 433-4675

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 in OSHA's recordkeeping rule for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types


Total Number of:	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	0	(4) Poisoning	0	(5) Hearing Loss	0
(2) Skin disorder	0	(6) other illnesses	0		
(3) Respiratory Conditions	0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Oviedo
Street	812 Eyrie Drive
City	Oviedo
State	FL
Zip	32765
Industry description (e.g., <i>Manufacture of motor truck trailers</i>)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC) if known (e.g., SIC 5713)	
OR	
North American Industrial Classification (NAICS), if known (e.g., NAICS 424690)	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	5
Total hours worked by all employees last year	11475
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
 Title Company executive	
Date 10/23/11 4:32 PM	
Phone 407-321-4575	

Summary of Work-Related Injuries and Illnesses

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(C)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types	
Total Number of	

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information
Your establishment name Monticello
Street 33 Two Long Keen Road
City Monticello State IL Zip 32344

Industry description (e.g., Manufacturer of auto truck trailers)
Other Chemical and Allied Products Merchant
Wholesalers

Standard Industrial Classification (SIC), if known (e.g., NG-3715)
OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
424690

Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)
Annual average number of employees 1
Total hours worked by all employees last year 2340

Sign here
Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

[Signature]
Title
Date 1/2/82

813 435-4038
Phone

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, enter the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.45 in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(C)	(D)	(E)	(F)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(G)	(H)

Injury and Illness Types

Total Number of	(1) Injuries	(2) Skin disorders	(3) Respiratory Conditions	(4) Poisonings	(5) Hearing Loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Main Office
Street	381 S. Central Ave.
City	Oviedo
State	Fl.
Zip	32765
Industry description (e.g., <i>Manufacture of motor truck trailers</i>)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
424690	
Employment Information If you don't have these figures, use the optional Worksheet to estimate.	
Annual average number of employees	8
Total hours worked by all employees last year	16320
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Safety
Signature	Title
Phone	Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent, See 29 CFR Part 1904.33, in OSHA's recordkeeping rule for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	1	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	3
(K)	(L)

Injury and Illness Types

Total Number of	(M)	(N)	(O)	(P)	(Q)	(R)
(1) Injuries	2	0	0	0	0	0
(2) Skin disorders	0	0	0	0	0	0
(3) Respiratory Conditions	0	0	0	0	0	0
(4) Poisonings	0	0	0	0	0	0
(5) Hearing Loss	0	0	0	0	0	0
(6) All other illnesses	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	LaBelle
Street	871 Industrial Blvd
City	LaBelle
State	FL
Zip	33955
Industry description (e.g., Manufacturer of motor truck trailers)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)	
424690	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	5
Total hours worked by all employees last year	11250
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	Signature
Company executive	Title
813-433-4875	Phone
	Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, enter the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.15, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

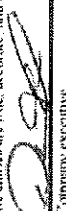
Total Number of	(1) Injuries	(2) Skin disorders	(3) Respiratory Conditions	(4) Poisonings	(5) Hearing Loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Year establishment name	Hollywood
Street	5705 Dewey Street
City	Hollywood
State	FL
Zip	33023
Industry description (e.g., <i>Manufacture of motor truck trailers</i>)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., <i>SK 3715</i>)	
NAICS	
North American Industrial Classification (NAICS), if known (e.g., <i>376212</i>)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	1
Total hours worked by all employees last year	2080
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	
Company executive	Safety
Phone	813-422-4972
Date	1/24/12



Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".
Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.15, in OSHA's recordkeeping rule. For further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restrictions _____ Total number of other recordable cases _____

0

0

0

(G)

(H)

(I)

(J)

Number of Days

Total number of days away from work _____ Total number of days of a job transfer or restriction _____

0

0

(K)

(L)

Injury and Illness Types

Total Number of _____

(M)

(1) Injuries

0

(4) Poisoning

0

(2) Skin disorders

0

(5) Hearing Loss

0

(3) Respiratory Conditions

0

(6) All other illnesses

0

Establishment Information			
Your establishment name	Big Pine Key		
Street	100 Industrial Road		
City	Big Pine Key	State	FL Zip 33043
Industry description	(e.g., Manufacture of motor truck trailers)		
Other Chemical and Allied Products Merchant Wholesalers			
Standard Industrial Classification (SIC), if known	(e.g., 2811 3715)		
NAICS, if known	(e.g., 336212)		
424600			
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)			
Annual average number of employees	1		
Total hours worked by all employees last year	2080		
Sign here			
Knowingly falsifying this document may result in a fine.			
I certify that I have examined this document and that to the best of my knowledge the figures are true, accurate, and complete.			
Company executive			Date
813 433 4878			1/31/12
Phone			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

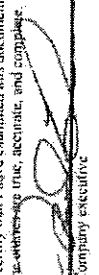
Total Number of:	(1) Injuries	(2) Skin disorders	(3) Respiratory Conditions	(4) Poisonings	(5) Hemming Loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Tarrytown
Street	13825 SR 471
City	Webster
State	FL
Zip	33597
Industry description (e.g., Manufacturer of motor truck trailers)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)	
OK	
North American Industrial Classification (NAICS), if known (e.g., 336312)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	4
Total hours worked by all employees last year	9174
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
 Title Company executive	
1821 433-4579 Phone	
2/11 Date	

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types




Total Number of:	(1) Injuries	(4) Poisonings	(2) Skin disorders	(5) Hearing Loss	(3) Respiratory Conditions	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Stärke
Street	419 Edwards Road
City	Stärke
State	FL
Zip	32091
Industry description (e.g., <i>Manufacture of motor truck trailers</i>)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	4
Total hours worked by all employees last year	9349
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	
Company executive	
	
Date	
	
Phone	



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

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Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types					
Total Number of	(M)	(1) Injuries	(4) Poisonings	(5) Hearing Loss	(6) All other illnesses
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information			
Your establishment name	City	State	Zip
Oviedo	Oviedo	FL	32765
Street 812 Eypie Drive			
City Oviedo State FL Zip 32765			
Industry description (e.g., Manufacture of motor truck trailers)			
Other Chemical and Allied Products Merchant Wholesalers			
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)			
OR			
North American Industrial Classification (NAICS), if known (e.g., 336212)			
424690			
Employment Information If you don't have these figures, use the optional Worksheet to estimate.			
Annual average number of employees	8304		
Total hours worked by all employees last year	5		
Sign here			
Knowingly falsifying this document may result in a fine.			
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.			
Company executive			
Title			
Date			
Phone			

Year 2010

**U.S. Department of Labor
Occupational Safety and Health Administration**


Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.33, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Establishment Information
Your establishment name Monticello
Street 33 Two Long Keen Road
City Monticello State FL Zip 32344
Industry description (e.g., Manufacturer of motor truck trailers)
Other Chemical and Allied Products Merchant
Wholesalers
Standard Industrial Classification (SIC), if known (e.g., SIC 3713)
OR
North American Industrial Classification (NAICS), if known (e.g., 330312)
424690

Employment Information *If you don't have these figures, use the optional Worksheet to estimate.*
Annual average number of employees 1
Total hours worked by all employees last year 240

Sign here
Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the numbers are true, accurate, and complete.


Title President
Company executive
(813) 453-4578
Phone 2/1/8
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1914 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(1) Injuries	(2) Skin disorders	(3) Respiratory Conditions	(4) Poisonings	(5) Hearing Loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by this form.



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Main Office
Street	381 S. Central Ave.
City	Oviedo FL Zip 32765
Industry description	(e.g., Manufacturer of motor truck trailers)
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known	(e.g., SIC 3715)
OR	
North American Industrial Classification (NAICS), if known	(e.g., 336212)
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	0
Total hours worked by all employees last year	0
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Carl L. By
Title	2/1/10
Phone	407-433-4111

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	
Total number of deaths	Total number of cases with days away from work
0	0
(G)	(H)
Total number of cases with job transfer or restrictions	
0	
(I)	
Total number of other recordable cases	
0	
(J)	

Number of Days	
Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types	
Total Number of	
(M)	
(1) Injuries	0
(2) Skin disorders	0
(3) Respiratory Conditions	0
(4) Poisonings	0
(5) Hearing Loss	0
(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information			
Your establishment name	Big Pine Key		
Street	100 Industrial Road		
City	Big Pine Key	State	FL
		Zip	33043
Industry description	(e.g., Manufacture of motor truck trailers)		
Other Chemical and Allied Products Merchant Wholesalers			
Standard Industrial Classification (SIC), if known	(e.g., SIC 3719)		
OR			
North American Industrial Classification (NAICS), if known	(e.g., 336212)		
	424690		
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)			
Annual average number of employees	1		
Total hours worked by all employees last year	1946		
Sign here			
Knowingly falsifying this document may result in a fine.			
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.			
			Title
Company executive			
1813 433-4878			2/1/10
Phone			Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the number of cases for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.33, an OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(J) _____	(K) _____	(L) _____	(M) _____
(G) _____	(H) _____	(I) _____	(N) _____

Number of Days	
Total number of days away from work	Total number of days of a job transfer or restriction
(O) _____	(P) _____
(R) _____	(S) _____

Injury and Illness Types	
Total Number of _____	
(M) _____	(4) Poisonings _____
(1) Injuries _____	(5) Hearing Loss _____
(2) Skin disorders _____	(6) All other illnesses _____
(3) Respiratory Conditions _____	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment Information	
Your establishment name	Hollywood
Street	5705 Dewey Street
City	Hollywood
State	FL
Zip	33023
Industry description (e.g., Manufacturer of motor truck trailers)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., 336212)	
CR _____	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	3
Total hours worked by all employees last year	5264
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	_____
Title	President
Phone	813-423-4078
Date	2/1/10



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've included the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restrictions	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of a job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total Number of:	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	0	(4) Poisonings	0	(5) Hearing Loss	0
(2) Skin disorders	0	(6) All other illnesses	0		
(3) Respiratory Conditions	0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information	
Your establishment name	LaBelle
Street	871 Industrial Blvd
City	LaBelle
State	FL
Zip	33935
Industry description (e.g., <i>Manufacture of major truck trailers</i>)	
Other Chemical and Allied Products Merchant Wholesalers	
Standard Industrial Classification (SIC), if known (e.g., <i>3715</i>)	
OR	
North American Industrial Classification (NAICS), if known (e.g., <i>336212</i>)	
424690	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	4
Total hours worked by all employees last year	8862
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	<i>[Signature]</i>
Title	LaBelle
Phone	813, 433-4018
Date	2/1/10

DUMONT

November 12, 2013

Tampa Bay Water

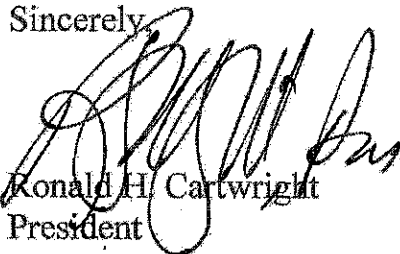
RE: Contract #2014-021
BUD7 Facility Chemical Supply Services

In response to Security Provisions, page 50, item #7, 7.1; this is to certify that Dumont Company is the distributor and deliverer of the product. Dumont's personnel loads the company owned trucks and the product is delivered by Dumont employees so at no time would there be the opportunity for the product to be tampered with during the packaging and shipment of the product.

All Dumont employees are screened and approved through E-Verify.

If you have any further questions please feel free to contact me.

Sincerely,



Ronald H. Cartwright
President

TAMPA BAY WATER - BUD7 FACILITY CHEMICAL SUPPLY SERVICES

SODIUM HYPOCHLORITE REFERENCES

Company	Address	Contact Name	Phone #
City of Deltona	255 Enterprise Deltona, FL 32735	Jim Smith Chief Operator	386-804-2398
Clay County Utility Authority	3176 Old Jennings Road Middleburg, FL 32068	Mike McCardy Operator	904-282-3784
City of Green Cove Sprg	1277 Harbor Road Green Cove Sprg, FL 32043	Mike Null Utility Director	904-529-2200
Seminole County	500 West Lake Mary Blvd. Sanford, FL 32771	Chris Reeves Water Division	407-665-2759
Polk County Utilites	1011 Jim Keene Blvd. Winter Haven, FL 33880	Mark Lowenstine Chief Operator	863-298-1400

CONTRACT FORMS

CONTRACT

This CONTRACT is made this 16th day of December, 2013, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, ("TAMPA BAY WATER"), and **THE DUMONT COMPANY, INC.** ("SUPPLIER"), a corporation in the State of Florida and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain SUPPLIER to provide **BUD-7 CHEMICAL SUPPLY SERVICES LIQUID AMMONIUM SULFATE & LIQUID SODIUM HYPOCHLORITE**, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "COMMODITIES"); and

WHEREAS, TAMPA BAY WATER has selected SUPPLIER in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

WHEREAS, SUPPLIER agrees to serve as TAMPA BAY WATER'S provider for COMMODITIES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS if any, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT").

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1.0 **RETENTION:** TAMPA BAY WATER does hereby retain and engage the SUPPLIER and the SUPPLIER does hereby accept said engagement and agrees to provide the COMMODITIES in accordance with the terms and conditions of this CONTRACT and SUPPLIER'S BID.
- 2.0 **TERM:** This CONTRACT shall commence on the date of execution, and terminate December 31, 2014 therefrom. To the extent SUPPLIER is required to continue to provide COMMODITIES under any purchase order given hereunder, this CONTRACT shall remain in full force and until the acceptance of commodities delivered under said purchase order. This CONTRACT may be terminated as provided in article 5.0 No Assignment shall be given after termination of this CONTRACT. TAMPA BAY WATER, at its discretion, shall have the option to renew this CONTRACT for an additional three (3) years, one (1) year at a time, or any portion thereof. This option shall be exercised in writing and will be exercised only if agreeable to both parties and all prices remain the same.]
- 3.0 **COMMODITIES:** The SUPPLIER shall provide the COMMODITIES in a manner satisfactory to TAMPA BAY WATER and in accordance with its BID.

4.0 COMPENSATION: TAMPA BAY WATER shall pay the SUPPLIER for those COMMODITIES provided for in article 3.0 above on a monthly basis as provided for in the BID SCHEDULE attached hereto and made a part hereof. The SUPPLIER will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER, and shall be subject to cost substantiation. Payment will only be made if delivery of the COMMODITIES is accepted by TAMPA BAY WATER.

5.0 TERMINATION OF CONTRACT:

5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the SUPPLIER.

5.2. Following termination, TAMPA BAY WATER shall make a settlement with the SUPPLIER upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the COMMODITIES delivered by the SUPPLIER prior to the termination or cancellation of this CONTRACT.

6.0 SUBCONTRACTORS: The SUPPLIER shall not sublet, assign, or transfer any COMMODITIES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the SUPPLIER for fulfilling the requirements of this CONTRACT must be employees of the SUPPLIER, unless otherwise approved by TAMPA BAY WATER.

7.0 INDEMNIFICATION: In consideration of the first \$100.00 paid by TAMPA BAY WATER to the SUPPLIER, the receipt and sufficiency of which is hereby acknowledged, the SUPPLIER shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of SUPPLIER's products, or SUPPLIER's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of SUPPLIER, or as a result of any defaults by the SUPPLIER under this CONTRACT for breach of any representation or warranty by SUPPLIER either expressed or implied. However, neither the SUPPLIER nor any of its subcontractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT

8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

- 8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities, but are merely minimums.
- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its consultants, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.
- 8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.
- 8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

9.0 LIABILITY INSURANCE

- 9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide

protection from claims set forth below which may arise out of, or result from CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.

- 9.1.1. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000
Personal Injury/Advertising Injury	\$ 500,000
Products Comp/Operations Aggregate	\$ 500,000

- 9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.

9.2. Excess or Umbrella Liability

- 9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

9.3. Automobile Liability

- 9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.

- 9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.

10.0 CERTIFICATES OF INSURANCE

- 10.1. Required insurance shall be documented in the certificates of insurance, using the current ACORD form, which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.
- 10.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.

- 10.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.
- 10.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.
- 10.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

11.0 INSURANCE OF THE CONTRACTOR PRIMARY

- 11.1. Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

12.0 LOSS CONTROL/SAFETY

- 12.1. Precaution shall be exercised at all times by the SUPPLIER for the protection of all persons, including employees, and property. The SUPPLIER shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 12.2. TAMPA BAY WATER may order delivery of COMMODITIES to be stopped if conditions exist that present immediate danger to persons or property. The SUPPLIER acknowledges that such stoppage will not shift responsibility for any damages from the SUPPLIER to TAMPA BAY WATER.

13.0 MISCELLANEOUS PROVISIONS

- 13.1. SUPPLIER shall provide COMMODITIES under this CONTRACT as an independent contractor. SUPPLIER shall not be considered an agent of TAMPA BAY WATER nor shall SUPPLIER'S subcontractors, other suppliers, experts, or other persons, or organizations retained or utilized by the SUPPLIER be considered agents of TAMPA BAY WATER.
- 13.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 13.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.

- 13.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 13.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102

Attention: Tommy Brown

If to the SUPPLIER:

THE DUMONT COMPANY, INC.
381 S. Central Avenue
Oviedo, FL 32765

Attention: Julie B. Cartwright

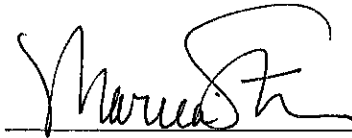
- 13.6. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 13.7. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- 13.8 Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

[THIS SECTION LEFT BLANK INTENTIONALLY]

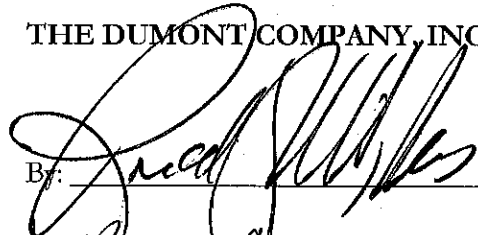
IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:



Date: 12/6/13

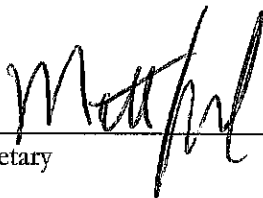
THE DUMONT COMPANY, INC.

By: 

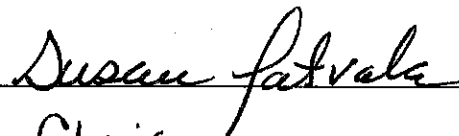
Ronald Cartwright
Name President

(SEAL)

ATTEST:


Secretary

TAMPA BAY WATER, A Regional
Water Supply Authority

By: 

Its: Chair

Date: 12-16-13

APPROVED AS TO FORM:

(SEAL)


General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Maitland 2701 Maitland Center Parkway Suite 125 Maitland FL 32751		CONTACT NAME: Kristin Tuhacek PHONE (A/C No. Ext): (800) 845-8437 FAX (A/C No.): (888) 883-8680 E-MAIL ADDRESS:													
INSURED The Dumont Company Inc. P.O. Box 622280 Oviedo FL 32762		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Nautilus Insurance Company</td><td>NAIC # 17370</td></tr><tr><td>INSURER B: Great Divide Insurance Company</td><td>25224</td></tr><tr><td>INSURER C: Zenith Insurance Co.</td><td>13269</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Nautilus Insurance Company	NAIC # 17370	INSURER B: Great Divide Insurance Company	25224	INSURER C: Zenith Insurance Co.	13269	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Nautilus Insurance Company	NAIC # 17370														
INSURER B: Great Divide Insurance Company	25224														
INSURER C: Zenith Insurance Co.	13269														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 13-14 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	GLP200464001 Includes: Products Pollution Liab	2/19/2013	2/19/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAP154514511 Includes: Transportation Pollution	2/19/2013	2/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX200465801 Excess over GL, Auto, Pollution and WC	2/19/2013	2/19/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Z070173405	2/19/2013	2/19/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: BUD-7 Chemical Services, Contract #2010-024.

Tampa Bay Water, the engineer, their consultants, any subsidiaries or affiliates, and each of their directors, officers, shareholders, agents, or employees are named as Additional Insured with respects to General Liability and Auto Liability under the terms and conditions of the policy and as required by written contract.

CERTIFICATE HOLDER

(727) 791-2388

Tampa Bay Water
Attn: Debra Woodall
2575 Enterprise Road
Clearwater, FL 33763-1102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul Ziccardi/DEDED

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

2. Priority

In resolving inconsistencies among two or more sections of the CONTRACT, the SUPPLIER shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS, if any
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS, if any

3. Change Orders

(a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the commodities to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the commodities under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.

(c) The SUPPLIER must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.

(e) No deliveries for which an additional cost or fee will be charged by the SUPPLIER shall be furnished without the prior written consent of TAMPA BAY WATER.

4. Disputes

(a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the SUPPLIER shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the SUPPLIER shall be subject to a written decision by TAMPA BAY WATER.

(c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the SUPPLIER, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the SUPPLIER has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the SUPPLIER has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The SUPPLIER shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

5. Termination for Convenience and Default

(a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the SUPPLIER to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the SUPPLIER a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the SUPPLIER shall: (i) immediately discontinue all deliveries affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.

(b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for deliveries accepted before the effective date of the termination.

(c) If the termination is due to the failure of the SUPPLIER to fulfill its obligations under

the CONTRACT (default), SUPPLIER shall be liable for any additional cost incurred by TAMPA BAY WATER and TAMPA BAY WATER may withhold any payments to the SUPPLIER, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the SUPPLIER.

(d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the SUPPLIER had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the SUPPLIER shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

6. Assignment of Contract

The SUPPLIER shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the SUPPLIER is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

7. Organizational Conflicts of Interest

(a) The SUPPLIER warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of commodities under the CONTRACT and the SUPPLIER's organizational, financial, contractual or other interests are such that:

(i) The SUPPLIER's interests are adverse to TAMPA BAY WATER either through ongoing litigation, SUPPLIER's other contractual relationships or obligations, or in any other manner which may cause SUPPLIER to fail to perform in TAMPA BAY WATER's best interests; or

(ii) The SUPPLIER's objectivity in delivering the commodities under the CONTRACT may be impaired.

(b) The SUPPLIER agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the SUPPLIER shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the SUPPLIER has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.

(c) In the event the SUPPLIER was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the commodities provided by the SUPPLIER. The SUPPLIER shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

8. Inspection and Acceptance

(a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the commodities provided by the SUPPLIER. Such review(s) shall be carried out within 30 days so as to not impede the commodities of the SUPPLIER. Any commodities shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the SUPPLIER.

(b) The SUPPLIER shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.

(c) Failure by the SUPPLIER to proceed with reasonable promptness to make necessary corrections shall be a default. If the SUPPLIER's submission of corrected commodities remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

10. SUPPLIER's Status

It is understood that the SUPPLIER is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the SUPPLIER's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

11. Equal Opportunity

(a) At all times during the term of the CONTRACT, the SUPPLIER shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The SUPPLIER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The SUPPLIER shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The SUPPLIER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.

(b) The SUPPLIER shall state in all solicitations or advertisements for employment placed by or on behalf of the SUPPLIER that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

12. Taxes and Charges

The SUPPLIER shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in SUPPLEMENTAL GENERAL CONDITIONS.

13. Responsibility of SUPPLIER to Act in Emergency

In case of an emergency which threatens loss or injury to persons or property, the SUPPLIER shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the SUPPLIER, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

14. Cost Substantiation

Any cost reasonably incurred by the SUPPLIER which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the SUPPLIER shall deliver to TAMPA BAY WATER a certificate signed by the SUPPLIER's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the SUPPLIER employee and consultant hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the SUPPLIER expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The SUPPLIER's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

SPECIFICATION
Liquid AMMONIUM SULFATE

**TECHNICAL SPECIFICATIONS FOR
LIQUID AMMONIUM SULFATE**

1. GENERAL

The intent and purpose of this specification document is to provide for the delivery of liquid ammonium sulfate to TAMPA BAY WATER, a Regional Water Supply Authority's Brandon Urban Dispersed Well No. 7 located at 1702 Miller Road Valrico, FL 33594-4736.

2. VENDOR QUALIFICATIONS/SUBMITTALS

Each prospective vendor shall submit a sample of their product representative of their manufacturing process to an approved testing laboratory for analysis. The laboratory shall ascertain whether the vendor's product is in compliance with this Specification for concentration, specific gravity, and density. The cost of the analysis shall be borne by vendor. Failure to submit a sample or meet the requirements of the Specification shall result in the vendor being disqualified from this product procurement.

Each prospective vendor shall submit a reference list of customers that use or have used ammonium sulfate for water treatment. Failure to disclose references will be grounds for disqualifying the vendor from this product procurement. Previous performance will be considered as part of the evaluation of quotations.

3. DELIVERY REQUIREMENTS

- 3.1 Vendor shall make "normal" deliveries within 48 hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Tampa Bay Water from running out of liquid ammonium sulfate in less than 24 hours. Tampa Bay Water shall endeavor to minimize the number of "emergency" deliveries.
- 3.2 All deliveries of liquid ammonium sulfate shall be freight prepaid, F.O.B. to 1702 Miller Road Valrico, FL 33594-4736. The site has limited access. Smaller than normal transportation equipment may be required (see attached Site Plan).
- 3.3 The storage tank volume is 600 gallons; there are two 300 gallon tanks.
- 3.4 Estimated usage is 17 gallons per day.
- 3.5 Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00 A.M. and 4:30 P.M. Requests to deviate from this schedule must be confirmed with Tampa Bay Water 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with Tampa Bay so delivery personnel can gain access to the facility.
- 3.6 Packaging and shipment of liquid ammonium sulfate shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

- 3.7 All delivery personnel must have company cell-phones to facilitate deliveries unmanned and manned facilities.
- 3.8 Tampa Bay Water reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.
- 3.9 The vendor shall be responsible for pumping liquid ammonium sulfate into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid ammonium sulfate into designated storage tanks. Vendor shall furnish a Tampa Bay Water approved, leak-free connection device between the transportation equipment and Tampa Bay Water's intake receptacle. Vendor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).
- 3.10 The vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Tampa Bay Water reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking ammonium sulfate. The vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The vendor shall take immediate and appropriate actions to clean up any spilled liquid ammonium sulfate. If the spill is not cleaned up, Tampa Bay Water will hire a qualified company to clean up the spill, and the cost of such service will be charged to the vendor and deducted from the amount due to the vendor. If the Tampa Bay Water's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the vendor or its subcontractor, the vendor shall be relieved of cleanup of the spill.
- 3.11 The transporting equipment shall be clean and free of residue that may contaminate the vendor's product or impede the unloading process. It is the vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of ammonium sulfate shall be supplied by the vendor and shall be clean and free from contaminating material. Tampa Bay Water may reject a load if the equipment is not properly cleaned.
- 3.12 All delivery vehicle drivers shall have a proper commercial driver's license.
- 3.13 Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the vendor that the shipment is rejected, vendor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

4. PRODUCT MATERIAL REQUIREMENTS

- 4.1. The liquid ammonium sulfate delivered under this specification must conform to the American National Standards Institute/National Sanitation Foundation Institute for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60.
- 4.2. The liquid ammonium sulfate delivered under this specification must conform to the American National Standards Institute/American Water Works Association standard for ammonium sulfate ANSI/AWWA B302-05 or the most current standard.
- 4.3. The liquid ammonium sulfate solution will be made at the manufacturer's or vendor's site such that a homogeneous, well-mix product is received at Tampa Bay Water's location as identified in section 3.2 of these specifications.
- 4.4. The chemical and physical properties of the liquid ammonium sulfate delivered under this specification shall be as follows:

Appearance and odor:	Clear, pale yellow liquid with no odor
pH:	4.0-7.0
Solubility in water:	Complete
Specific Gravity:	1.20-1.23
Sulfuric Acid Diammonium:	38-40% (wt% dry salt)
Ammonium Sulfate solution:	10%

- 4.5. The liquid ammonium sulfate supplied shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid ammonium sulfate.

5. QUALITY ASSURANCE, SAFETY AND TRAINING

5.1 Sampling and Testing

5.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B302-05 standards, latest revision.

5.1.2 The approved laboratories are listed below for all sampling and. No other Laboratory shall be used unless authorized by Tampa Bay Water.

NovaChem Laboratories (formerly Novatek)	Thornton Laboratories
5172 College Corner Pike	1145 East Cass Street
PO Box 608	Tampa, Florida 33602
Oxford, Ohio 45056	Ph: 813-223-9702
Ph: 513-523-3605	Fax: 813-223-9332
Fax: 513-523-4025	Attn: Steve Thickett

5.1.3 Sampling and Testing Prior to Unloading: The vendor's transportation equipment shall have a sample port to provide a sample for analysis prior to hooking up and transferring

the load to a Tampa Bay Water storage tank. At the sole discretion of Tampa Bay Water, the vendor's delivery personnel (driver) may be asked to provide a sample of liquid ammonium sulfate before transferring the load to a Tampa Bay Water storage tank. Tampa Bay Water will supply the sample container and the driver shall collect the sample from the transportation equipment and turn it over to a Tampa Bay Water representative. The sample shall be considered representative of the load. Tampa Bay Water reserves the right to subject samples of the liquid ammonium sulfate to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sulfuric acid diammonium, ammonium sulfate, and suspended solids. Any load tested by Tampa Bay Water that fails to comply with the Specification shall constitute grounds for rejection of that load. No payment shall be made for ammonium sulfate that is rejected. The vendor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60 minute period, Tampa Bay Water shall allow the vendor to transfer the load. In the event that the load is rejected, the vendor shall have four (4) hours to supply another shipment. In the event that the vendor is unable or unwilling to supply another shipment within this time period, Tampa Bay Water has the right to procure a shipment from another source. Three rejections of a load or shipment during any period of this purchase order shall constitute automatic termination of the vendor's purchase order from Tampa Bay Water.

5.1.4 Sampling and Test of Shipment after Unloading. Tampa Bay Water reserves the right to subject samples of the liquid ammonium sulfate to complete analyses to ensure that it meets EPA specifications, AWWA B302-05 specifications, latest revision, and the Specification. Three failures during any period of this purchase order shall constitute automatic termination of the vendor's purchase order from Tampa Bay Water.

5.1.5 Certified Analysis. Vendor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid ammonium sulfate furnished by the vendor, complies with all applicable requirements of this Specification and AWWA Standard B302-05, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

5.2 Manufacturer's Laboratory Delivery Reports

5.2.1 A certified report from the manufacturer shall be submitted for each liquid ammonium sulfate delivery to Tampa Bay Water.

5.2.2 The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sulfuric-Acid Diammonium
- Percent by Weight Ammonium Sulfate
- Specific Gravity
- pH
- Suspended Solids Test Time

5.2.3 No deliveries will be accepted by the Tampa Bay Water unless accompanied by said certified laboratory report for the specific batch of liquid ammonium sulfate

delivered showing the above data and that it conforms to the Specification. Failure to comply with this provision three (3) times during the purchase order period shall constitute sufficient grounds for termination of the purchase order from Tampa Bay Water.

5.3 Quarterly Reports

5.3.1 At the start of the purchase order and every 90 days, the vendor shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid ammonium sulfate delivered to Tampa Bay Water. The vendor shall supply the sample container and the driver shall collect the sample from the transportation equipment. This sample will be given to Tampa Bay Water at the time of the sample and Tampa Bay Water shall forward the sample to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for cancellation of the purchase order from Tampa Bay Water.

5.3.2 Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the quoted price.

6. OCCUPATIONAL HEALTH AND SAFETY

6.1 Vendor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Vendor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

6.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from the vendor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosivity and reactivity;
 - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

- Any questions regarding this requirement shall be directed to:
Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

6.3 Emergency Plan of Action and Safety Training

- 6.3.1 Within 30 days of award and acceptance of the purchase order for the supply of liquid ammonium sulfate, the vendor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for Tampa Bay Water to follow in case an emergency supply of liquid ammonium sulfate is needed.
- 6.3.2 The responsibility for compliance with Federal and State rules and regulations regarding vendor caused spills or releases shall be the sole responsibility of the vendor. The vendor shall indemnify and hold Tampa Bay Water harmless for any failure to properly report and /or comply with this provision. In addition, vendor shall bear all expenses of spills, unless caused by the sole negligence of Tampa Bay Water.
- 6.3.3 Safe Handling Training. The vendor shall provide an appropriate safe handling training course for liquid ammonium sulfate within the first month of the purchase order, to current Tampa Bay Water operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the purchase order period. The vendor shall provide this assistance at no charge to Tampa Bay Water.
- 6.3.4 Technical Assistance. The vendor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid ammonium sulfate in the water treatment process. The vendor shall provide this assistance at no charge to Tampa Bay Water.

7. TERMINATION

In addition to the various statements in this Specification stating the grounds for automatic termination of the vendor's purchase order to supply liquid ammonium sulfate to Tampa Bay Water, and in addition to any other remedies, including the right to obtain cover and charge vendor for the costs of cover vendor's failure to comply with this Specification three (3) times over the duration of this purchase order shall constitute sufficient grounds for termination of the purchase order by Tampa Bay Water. These failures any three of which can result in termination of the purchase order, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid ammonium sulfate to meet the Specification at anytime, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to

provide requested technical assistance and/or training and failure to respond in a timely manner to any Tampa Bay Water emergency.

8. SECURITY PROVISIONS

- 8.1 All Shippers and vendors shall provide Tampa Bay Water with a summary of the actions taken to reduce the possibility of criminal activity during packaging and shipment of products and materials to our facilities.
- 8.2 All vendors (and their transportation companies) shall send a list of names of representatives that are authorized to enter our facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list.
- 8.3 All delivery personnel must have a photo ID and appropriate company identification.
- 8.4 All vendors and delivery personnel must sign in and out of Tampa Bay Water facilities. The purpose of their visit will be verified and validated by Tampa Bay Water personnel.
- 8.5 Chemical deliveries will strictly follow Tampa Bay Water bulk off-loading policy and procedure where applicable.
- 8.6 No unscheduled or after-hours deliveries will be accepted without written permission from Tampa Bay Water.
- 8.7 All deliveries must be made through the main entrance.

SPECIFICATION
LIQUID SODIUM HYPOCHLORITE

Liquid Sodium Hypochlorite Specification

1. GENERAL

The intent and purpose of this Specification document is to provide for the furnishing and delivery of Liquid Sodium Hypochlorite to Tampa Bay Water, a Regional Water Supply Authority with water treatment facilities located in the Florida Counties of Pasco, Pinellas, and Hillsborough and to Tampa Bay Water "Member Government" facilities located within the Tri-County Region. "Member Governments" are defined as The City of Tampa, The City of St. Petersburg, The City of New Port Richey, Hillsborough County, Pasco County, and Pinellas County.

2. COOPERATIVE BID INTENT

It is the intent of this Specification to make available to other government entities of the State of Florida, in accordance with Section 189.4221, Florida Statutes, the right to purchase, by mutual agreement with the Contractor, the same equipment and/or services, at the contract prices, for the term of this contract.

Award shall be consistent among all of the government entities but each entity shall make their own award. Award will be made to the lowest responsible and responsive bidder. Tampa Bay Water will not be responsible for any transactions between the successful bidder(s) and any other public entity that may elect to utilize this bid. Tampa Bay Water reserves the right to award by line item, group or in the aggregate, whichever it may deem to be in its best interest and the best interest of the Member Governments.

3. BIDDER QUALIFICATIONS/SUBMITTALS

3.1 Bid Sample

Each prospective Bidder shall submit a sample of their Liquid Sodium Hypochlorite product, representative of the manufacturing process from the Bidder's facility that would provide the Liquid Sodium Hypochlorite to Tampa Bay Water and Member Governments, to a testing laboratory selected by the Bidder and approved by Tampa Bay Water. The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, percent sodium hypochlorite, iron, copper, nickel, chlorate, bromate and suspended solids. The cost of the analysis shall be borne by Bidder. The results of the analysis shall be submitted with the Bidder's proposal. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this contract.

3.2 References

Each prospective Bidder shall submit a list of at least five (5) references that use or have used the Bidder's Liquid Sodium Hypochlorite for water treatment. Failure to disclose references will be grounds for Bidder being disqualified from bidding on this contract. Previous performance will be considered as part of the Bid Evaluation.

3.3 Safety and Reliability

As part of assessing the Bidder's responsibility, reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of

ALL of its manufacturing and distribution facilities. Additionally, the Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three years (if the Bidder utilizes a third party delivery company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). Tampa Bay Water may require a site visit to the Bidder's manufacturing and distribution facilities to assess their safety and reliability as part of the bid evaluation process. Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies, over the past five (5) years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury, and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents may result in Bidder being disqualified from bidding on this contract.

4. PRODUCT STANDARDS

4.2. Liquid Sodium Hypochlorite - Physical and Chemical Properties

- 4.2.a. The Sodium Hypochlorite shall be delivered in liquid form and shall have 125 grams per liter available chlorine (12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.
- 4.2.b. Liquid Sodium Hypochlorite delivered under this Specification shall be clear straw colored liquid with no visible cloudiness, impurities, or sediment.
- 4.1.c. Liquid Sodium Hypochlorite delivered under this Specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the Liquid Sodium Hypochlorite.
- 4.1.d. Liquid Sodium Hypochlorite delivered under this Specification shall have not more than 0.15% insoluble matter by weight.
- 4.1.e. Liquid Sodium Hypochlorite delivered under this Specification shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.
- 4.1.f. Liquid Sodium Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

Contaminant	Concentration Limit, mg/L
Iron	<0.3
Copper	<0.03
Nickel	<0.03
Chlorate	<2000
Bromate	<20

- 4.1.g. The suspended solids in the Liquid Sodium Hypochlorite delivered under this Specification shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem
- 4.1.h. The Liquid Sodium Hypochlorite delivered under this Specification shall not contain any impurities in sufficient quantities which cause or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly established MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied for use, the CONTRACTOR shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to Tampa Bay Water. Tampa Bay Water reserves the right to add or delete specific impurity listings and maximum impurity levels to the existing listing, as is required to meet all U. S. Environmental Protection Agency (USEPA), Federal and State Safe Drinking Water Act (SDWA), and Florida Department of Environmental Protection (FDEP) water quality standards. The CONTRACTOR shall comply with any and all such required changes to its Liquid Sodium Hypochlorite, by whatever process changes are required, at no additional cost to Tampa Bay Water.

5. QUALITY ASSURANCE, CERTIFICATIONS, TRAINING, AND SAFETY

5.1. Affidavit of Compliance

- 5.1.a. CONTRACTOR shall supply an affidavit, signed by a corporate official, certifying that the Liquid Sodium Hypochlorite furnished by the CONTRACTOR, at the time of container loading, complies with all applicable requirements of this Specification and ANSI/AWWA B300-04, Standard for Hypochlorites, or latest edition. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits. The CONTRACTOR shall supply the affidavit upon the request of Tampa Bay Water in the time, frequency, and manner specified by Tampa Bay Water.

5.2. Certified Analysis - Manufacturer's Laboratory Delivery Reports

- 5.2.a. A certified report from the manufacturer shall be submitted for each Liquid Sodium Hypochlorite delivery to Tampa Bay Water.
- 5.2.b. The report shall contain the following data:
 - Date and Time of Manufacture
 - Percent by Weight Sodium Hypochlorite
 - Percent by Weight Excess Sodium Hydroxide
 - Specific Gravity (Referenced to a temperature)
 - Suspended Solids Test Time
- 5.2.c. No deliveries will be accepted by Tampa Bay Water unless accompanied by the referenced certified laboratory report for the specific batch of Liquid Sodium

Hypochlorite delivered showing the above data and that it conforms to this Specification.

5.3 NSF Certification Requirement

The Bidder shall provide proof that the Liquid Sodium Hypochlorite shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects.

5.4 Training

As part of this contract the CONTRACTOR shall conduct on-site training on the safe handling of their particular material to Tampa Bay Water Operations Personnel. This training shall be conducted annually by request of Tampa Bay Water and coordinated through the Safety Coordinator. Written materials shall be left for reference for future training and become the property of Tampa Bay Water. Technical assistance shall be available at no charge to Tampa Bay Water Operations Personnel.

5.5 Safety

5.5.a. CONTRACTOR must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for CONTRACTOR delivery personnel, including, but not limited to, chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit, as appropriate. CONTRACTOR delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

5.5.b. In compliance with Chapter 442, The Florida Occupational Safety and Health Act, any chemicals delivered from the CONTRACTOR shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

5.5.b.(1) Liquid Sodium Hypochlorite and the common name of the toxic substance.

5.5.b.(2) The hazards or other risks in the use of the toxic substance, including:

5.5.b.(2)A. The potential for fire, explosion, corrosivity, and reactivity;

5.5.b.(2)B. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

5.5.b.(2)C. The primary routes of entry and symptoms of overexposure.

5.5.b.(3) The proper precautions, handling practices, necessary personnel protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.

5.5.b.(4) The emergency procedure for spills, fire, disposal, and first aid.

5.5.b.(5) A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

5.5.b.(6) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

5.5.b.(7) Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

5.6 Emergency Plan of Action

5.6.a. Emergency Supply of Chemical

Within 30 days of award and acceptance of the contract, the CONTRACTOR shall provide, in writing, an emergency contingency plan, with appropriate telephone contacts, for Tampa Bay Water to follow in the event an emergency supply of Liquid Sodium Hypochlorite is needed.

5.6.b. Emergency Spill Response Plan

The CONTRACTOR shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers) within 30 days of award and acceptance of contract. In addition, the proper spill response notification procedure, along with any forms required by all Local, State or Federal regulatory agencies, shall be supplied by the CONTRACTOR. This section in no way relieves the CONTRACTOR of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the CONTRACTOR shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by CONTRACTOR'S personnel, equipment or method of delivery, CONTRACTOR shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding CONTRACTOR-caused spills or releases shall be the sole responsibility of the

CONTRACTOR. The CONTRACTOR shall hold Tampa Bay Water harmless for any failure to properly report and/or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of Tampa Bay Water.

5.7. National Fire Protection Association Placards

The CONTRACTOR is responsible for annually supplying National Fire Protection Association (NFPA) Placards, suitable for HAZMAT responders, for the front gate and chemical storage areas where their product is used at each facility.

6. DELIVERY, STORAGE AND HANDLING

6.1 Delivery Locations and Storage Volumes

Delivery of Liquid Sodium Hypochlorite shall be made to the following locations:

Location	Storage Capacity, gallons
BUD 7 1702 "B" South Miller Road Valrico, FL 33594	3,100

6.2 Estimated Annual Quantities

Location	Estimated Annual Quantity, gallons
BUD 7 1702 "B" South Miller Road Valrico, FL 33594	40,000

Liquid Sodium Hypochlorite consumption at each location represents an estimate only and Tampa Bay Water shall not be bound by these quantities in its contract with CONTRACTOR.

6.3 Shipment Requirements

Shipment of Liquid Sodium Hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and/or other applicable regulatory agencies.

6.4 Delivery Schedule and Special Conditions

6.4.a. CONTRACTOR shall make "normal" deliveries within 48 hours of receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Tampa Bay Water from running out of Liquid Sodium Hypochlorite in less than 24 hours. Tampa Bay Water shall endeavor to minimize the number of "emergency" deliveries.

6.4.b. All deliveries of Liquid Sodium Hypochlorite shall be freight prepaid, F.O.B. to each Tampa Bay Water or Member Government facility.

6.4.c. Delivery time of day shall be arranged upon placement of order and shall be between the hours of 0800 and 1630. Requests to deviate from this schedule

must be confirmed with Tampa Bay Water 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in this Specification. Deliveries made to unmanned facilities must be coordinated with Tampa Bay Water or Member Governments so driver can gain access to the facility.

- 6.4.d. Tampa Bay Water or Member Governments reserve the right to change quantities and delivery dates at their discretion with a 24-hour notice.
- 6.4.e. The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the Liquid Sodium Hypochlorite.
- 6.4.f. All deliveries of Liquid Sodium Hypochlorite shall be made in a suitably lined, thoroughly-cleaned tank truck to the locations specified in paragraph 6.1 above.
- 6.4.g. Packaging and shipment of Liquid Sodium Hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.
- 6.4.h. All delivery personnel must have company cell phones to facilitate deliveries.
- 6.4.i. The CONTRACTOR shall be responsible for pumping Liquid Sodium Hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-paddling, pumps, etc. required to safely and efficiently "offload" the Liquid Sodium Hypochlorite into designated storage tanks. The CONTRACTOR shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).
- 6.4.j. The CONTRACTOR shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Tampa Bay Water reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Sodium Hypochlorite.
- 6.4.k. The CONTRACTOR'S tanks or trailers shall be clean and free of residue that may contaminate the CONTRACTOR'S product or impede the unloading process. It is the CONTRACTOR'S responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be supplied by the CONTRACTOR and shall be clean and free from contaminating material. Tampa Bay Water may reject a load if the equipment is not properly cleaned. CONTRACTOR shall furnish a Tampa Bay Water

approved, leak-free connection device between the trailer and Tampa Bay Water's intake receptacle. The CONTRACTOR shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The CONTRACTOR shall take immediate and appropriate actions to clean up any spilled Liquid Sodium Hypochlorite. If the spill is not cleaned up, Tampa Bay Water will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the CONTRACTOR and deducted from the amount due to the Contractor. If Tampa Bay Water's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the CONTRACTOR or its subcontractor, the CONTRACTOR shall be relieved of cleanup of the spill.

- 6.4.l. Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the CONTRACTOR that the shipment is rejected, CONTRACTOR shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

- 6.4.m. CONTRACTOR must provide a receipt with the exact quantity of Liquid Sodium Hypochlorite delivered within 24-hours after delivery.

7. SECURITY PROVISIONS

- 7.1 As part of the bid package, all vendors (and their transportation companies) shall provide Tampa Bay Water with a summary of the actions taken to reduce the possibility of criminal activity during packaging and shipment of products and materials to Tampa Bay Water facilities.
- 7.2 At the initiation of the contract, the CONTRACTOR (and the CONTRACTOR'S transportation companies) shall provide a list of names of representatives and delivery personnel that are authorized to enter Tampa Bay Water facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list.
- 7.3 All delivery personnel must have a photo ID and appropriate company identification.
- 7.4 The CONTRACTOR'S delivery personnel must sign in and out of Tampa Bay Water and Member Government facilities, as required. The purpose of their visit will be verified and validated by Tampa Bay Water personnel.
- 7.5 Chemical deliveries will strictly follow Tampa Bay Water and/or Member Government bulk off-loading policies and procedures where applicable.
- 7.6 No unscheduled or after-hours deliveries will be accepted without prior authorization from Tampa Bay Water.

- 7.7 Deliveries will be received only during normal working hours or as noted in Section 6.4
- 7.8 If bulk deliveries are made using a third party, a wash ticket must be provided with each shipment showing that the tanker was thoroughly cleaned, as well as, the material the carrier transported in the vehicle prior to transporting the chemical to the receiving treatment facility.
- 7.9 All delivery paperwork (bill of lading, weight certificates, certificates of analysis, truck placarding, etc.) will be inspected and must be in order and consistent with the material ordered. Any discrepancies may be cause for refusal if not satisfactorily resolved.
- 7.10 Full background checks on all drivers making deliveries must be performed and available at the request of Tampa Bay Water.
- 7.11 Bulk deliveries must arrive with an intact security seal. Serial number must be communicated to Tampa Bay Water before receipt and match the truck seal. Broken or missing seals or any signs of possible tampering will be cause for refusal.
- 7.12 For bulk materials, a sample of Liquid Sodium Hypochlorite may be taken from the truck for examination prior to unloading.

8. QUALITY ASSURANCE, SAFETY AND TRAINING

8.1 Sampling and Testing

- 8.1.1 All Sampling and Testing shall be in accordance with ANSI/AWWA B300-04, Standard for Hypochlorites, or latest edition.
- 8.1.2 All laboratory analyses shall be conducted by an analytical laboratory selected by the CONTRACTOR and approved by Tampa Bay Water.
- 8.1.3 Sampling and Testing Prior to Unloading:
The CONTRACTOR'S delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. At the sole discretion of Tampa Bay Water, the CONTRACTOR'S delivery personnel (driver) may be asked to provide a sample of Liquid Sodium Hypochlorite before the shipment is unloaded. Tampa Bay Water will supply the sample container and the driver shall collect the sample from the tank truck and relinquish it to Tampa Bay Water. The sample shall be considered representative of the lot. Tampa Bay Water reserves the right to subject samples of the Liquid Sodium Hypochlorite to quick analyses to ensure that it meets basic conditions of the Specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Tampa Bay Water that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for Liquid Sodium Hypochlorite that is rejected. The CONTRACTOR, or its subcontractors, shall allow 60 minutes for this testing

to be completed. If testing cannot be completed within the 60-minute period, Tampa Bay Water shall allow the CONTRACTOR to unload the shipment. In the event that the load is rejected, the CONTRACTOR shall have four (4) hours to supply another shipment. In the event that the CONTRACTOR is unable or unwilling to supply another shipment within this time period, Tampa Bay Water has the right to procure a shipment from another source. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the CONTRACTOR'S supply contract with Tampa Bay Water.

8.1.4 Sampling and Testing After Unloading:

Tampa Bay Water reserves the right to subject samples of the Liquid Sodium Hypochlorite to complete analyses to ensure that it meets the terms of ANSI/AWWA B300-04, Standard for Hypochlorites, or latest edition, and this Specification. Three failures during any period of this contract shall constitute automatic termination of the CONTRACTOR'S supply contract with Tampa Bay Water.

8.2 Reports

8.2.1 At the start of the contract and every 120 days, the CONTRACTOR shall utilize an analytical laboratory selected by the CONTRACTOR and approved by Tampa Bay Water, to analyze a sample of the Liquid Sodium Hypochlorite delivered to Tampa Bay Water. The CONTRACTOR shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to Tampa Bay Water at the time of the sample and Tampa Bay Water shall forward the sample to the selected laboratory. Any failure to comply with the Specification shall constitute grounds for cancellation of the contract between Tampa Bay Water and the CONTRACTOR.

8.2.2 Charges for the manufacturer's certified report and all reports issued by outside analytical laboratories should be included in the bid price.



November 30, 2016

City of Bunnell
Mary Anne Atwood

RE: Current 'Piggyback' Agreements:
• Tampa Bay Water – Sodium Hypochlorite

City of Bunnell is authorized to use the above referenced agreement as a "piggyback" agreement for their Sodium Hypochlorite:

1. **Tampa Bay Water** – Sodium Hypochlorite @ \$1.28/gallon, the final renewal option expires 12/31/2017.

Attached is a copy of the Tampa Bay Water agreement, upon acceptance please sign the letter where indicated and return to my attention: marcia.stivanson@hawkinsinc.com.

We look forward to continued service to City of Bunnell and if you need any additional information please do not hesitate to contact us.

Yours truly,

Jason Schroeder

Jason Schroeder
SE Region Manager

Signed by: _____

Name: _____

Date: _____

Enclosure



Board of Directors: Ted Schrader, Karl Nurse, Dave Eggers, Ken Hagan, Jack Mariano, Rob Marlowe, Charlie Miranda, John Morroni, Sandra Murman

General Manager: Matthew W. Jordan

General Counsel: Barrie S. Buenaventura, Pennington, P.A.

2575 Enterprise Road, Clearwater, FL 33763-1102

Phone: 727.796.2355 / Fax: 727.791.2388

www.tampabaywater.org



June 21, 2016

Hawkins, Inc.
2263 Clark Street
Apopka, FL 32703
800-330-1369

Attention: Mr. Jason Schroeder

**Re: Tampa Bay Water Contract No. 2014-021
BUD-7 Chemical Supply Services
Contract Renewal – Option Year Three**

Dear Mr. Schroeder:

The current contract for BUD-7 Chemical Supply Services between Tampa Bay Water and Hawkins, Inc. expires on December 31, 2016. As outlined in Section 2.0, Term, the contract 2014-021 can be extended for three (3) years, one (1) year at a time, under terms acceptable to both parties. Please accept this letter as confirmation that Tampa Bay Water wishes to exercise the third and final option to renew the contract with the same terms and conditions through December 31, 2017. We also request written confirmation no later than the **July 15, 2016** that Hawkins, Inc. agrees to exercise this contract renewal option. If agreed, the second page of this letter should be signed by an authorized representative and returned to me at the address below. In addition, please forward updated Certificates of Insurance per the terms of the contract to Ms. Krista Simon at the Tampa Bay Water address.

Include the NSF Certification Requirement's as outlined in 5.3 of the contract specifications for Liquid Sodium Hypochlorite and 4.1 of the contract specifications for Liquid Ammonium Sulfate.

5.3 NSF Certification Requirement

The Bidder shall provide proof that the Liquid Sodium Hypochlorite shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects.

4.1 The liquid ammonium sulfate delivered under this specification must conform to the American National Standards Institute/National Sanitation Foundation

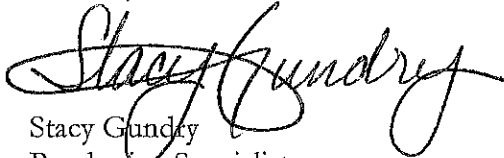
Mr. Jason Schroeder
June 21, 2016
Page 2

*Institute for Drinking Water Treatment Chemical – health Effects,
ANSI/NSF 60.*

Upon agreement, Tampa Bay Water will present the renewal request at the Board of Directors meeting on August 15, 2016 and the renewal will take effect on January 1, 2017.

Thank you for your prompt attention to this request and we look forward to our on-going business with you. Please contact me directly with any questions.

Sincerely,



Stacy Gundry
Purchasing Specialist
Office: 727-669-4825
Cell: 727-420-1709
sgundry@tampabaywater.org

Hawkins, Inc. agrees to extend Contract No. 2014-021, for BUD-7 Chemical Supply Services through December 31, 2017 under the same terms and conditions of the original contract.

Hawkins, Inc.

By: 

Title:

Jason Schroeder, SE Regional Mgr.

Date:

6/22/16



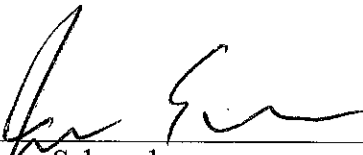
Chemical Affidavit/Proof of Conformance

Tampa Bay Water

RE: Contract #2014-021


This is to certify that the Ammonium Sulfate, 40% (AS4000) is manufactured and furnished by Hawkins, Inc. and is in compliance with all applicable requirements of the "Technical Specifications for Liquid Ammonium Sulfate" for the above referenced agreement.

In addition the AS4000 complies with the latest revisions of the WWA B302-05 and the Water Chemicals Codex directives for impurity limits.



Jason Schroeder
SE Region Manager

Sworn to & Subscribed before me this 22nd day of June 2016.



Marcia Stivanson
Notary Public, State of Florida



MARCIA A. STIVANSON
MY COMMISSION # FF 930604
EXPIRES: April 20, 2020
Bonded Third Budget Notary Services





The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, June 22, 2016** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0032043&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Hawkins, Inc.
3100 East Hennepin Avenue
Minneapolis, MN 55413
United States
612-331-6910

Facility : # 12 USA

Ammonium Sulfate

Trade Designation

Aqua Hawk 347
Liquid Ammonium Sulfate

Product Function

Disinfection & Oxidation
Disinfection & Oxidation

Max Use

40mg/L
40mg/L

Copper Sulfate[CP]

Trade Designation

Aqua Hawk Cu

Product Function

Algicide

Max Use

16mg/L

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 1 seconds

AS 4000

Ammonium Sulfate Solution



- ANSI/NSF Standard 60 Certified
- Reduces disinfection byproducts

- Non-toxic, non-volatile, odor free
- Stable strength indefinitely

Usage

AS4000 is a 40% aqueous solution of ammonium sulfate used as a source of ammonia in the formation of chloramines to disinfect treated water. Proper dosage reduces disinfection byproducts including THM's.

Description

Appearance	Clear, Pale Yellow Liquid
% (NH ₄) ₂ SO ₄	40%
% NH ₃	10.3%
% N	8.5%
Specific Gravity	1.20 - 1.23
pH	4.0 - 7.0

Application

This product should be applied using a metering pump, fed neat from the storage vessel without dilution. Dosage is dependent upon the free chlorine residual (not dosage). The accepted ratio of Cl₂:N is 4:1 for formation of monochloramines (which provides the most effective disinfection of drinking water). For optimal results the water pH should be maintained between 7.0 - 8.5.

Fiberglass or Polyethylene (HDLPE or XLPE) storage tanks can be used. Schedule 80 PVC piping should be used with EPDM gaskets and o-rings (viton will work but not preferred). Stainless steel tanks and piping cannot be used.

Handling

AS4000 is a non-regulated, non-hazardous product. Avoid contact with skin or eyes and wash affected areas with water if contact is made. Refer to the MSDS for more detailed instructions.

Shipping

AS4000 is packaged in drums and totes. It is also available in bulk tanker loads and in smaller quantities through our Mini-Bulk service.

Customer Service

Hawkins can provide a complete chemical feed program to meet your water quality needs including equipment and set up. We deliver all chemicals used for drinking water systems and most are available through our Mini-Bulk service. For complete details on all of our products and services, please contact:



2263 Clark Street, Apopka, FL 32703
Ph: 800-330-1369 Fax: 800-524-9315
www.hawkinsinc.com

The information provided has been obtained from sources believed to be reliable and is accurate to the best of our knowledge. Government regulations and standards change without notice. Further, handling and use of the product is beyond our control. Dumont provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use.

Comparison of Ammonia Sources

	Ammonia Anhydrous	Ammonium Hydroxide, 19%	Ammonium Sulfate, 40%
Formula	NH ₃	NH ₄ OH	(NH ₄) ₂ SO ₄
Form	Gas	Liquid	Liquid
% Active	100.0	40.0	40.0
% NH ₃	100.0	19.0	10.3
% N	82.3	15.6	8.5
Toxic Vapors	Yes	Yes	No
SARA Title III	Yes	Yes	No
CERCLA Reportable	Yes	Yes	No
DOT Regulated	Yes, UN 1005	Yes, UN 2872	No
Reportable Quantity	100 lbs	1,000 lbs	None
Safety	Toxic, Volatile	Toxic, Volatile	Non-toxic, non-volatile
Odor	Ammonia Odor	Ammonia Odor	No Ammonia Odor
Stability	Stable under pressure	Unstable, scrubbed	Stable indefinitely
N Equivalent -lbs*	1.00	5.26 (.68 gal)	9.63 (.95 gal)
N Equivalent -gal**	NA	1.00	1.40
Density (lbs/gal)	NA	7.75	10.1

* lbs required to provide same Nitrogen equivalent as 1.0 lb of anhydrous ammonia

** gallons required to provide same Nitrogen equivalent as 1.0 gal of 19% aqueous ammonia



SAFETY DATA SHEET

Version 1

1. Identification of the Substance // Preparation and of the Company // Undertaking

Product Name: AS4000 40%
Synonyms: Sulfuric Acid; Diammonium Salt; Diammonium Sulfate
Formula: $(\text{NH}_4)_2\text{SO}_4$
Molecular Weight: 132.14

Company Name:

Hawkins, Inc., 2381 Rosegate, Roseville, MN 55113 (612-331-6910)

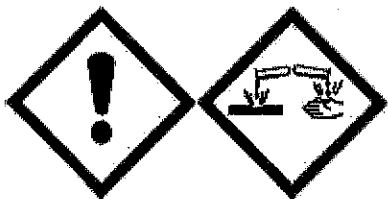
Emergency Telephone:

CHEMTREC (US): 1-800-424-9300

2. Hazards Identification

GHS - Classification

Acute toxicity - Oral	Category 4
Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Acute aquatic toxicity	Category 3



Signal Word:

Danger

Hazard Statements:

- Harmful if swallowed
- Causes severe skin burns and eye damage
- Harmful to aquatic life
- May cause respiratory irritation

Physical Hazards

- None

Precautionary Statements:

- Do not breathe dust/fume/gas/mist/vapors/spray
- Wash face, hands and any exposed skin thoroughly after handling
- Do not eat, drink or smoke when using this product
- Avoid release to the environment
- Wear protective gloves/protective clothing/eye protection/face protection
- Immediately call a POISON CENTER or doctor/physician
- Rinse mouth
- Wash contaminated clothing before reuse
- IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
- IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell
- IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
- IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- Store locked up
- Dispose of contents/ container to an approved waste disposal plant

3. Composition/Information on Ingredients

Hazardous

Chemical Name	CAS No	Weight %	EC No
Ammonium sulfate	7783-20-2	39-41	231-984-1

Non-Hazardous

Chemical Name	CAS No	Weight %	EC No
Water	7732-18-5	Balance	231-791-2

4. First Aid Measures

- General Advice:** If symptoms persist, call a physician. Do not breathe dust/fume/gas/mist/vapors/spray. Do not get in eyes, on skin, or on clothing.
- Eye Contact:** Keep eye wide open while rinsing. Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. If symptoms persist, call a physician.
- Skin Contact:** Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Consult a physician if necessary.
- Inhalation:** Move to fresh air. Obtain medical attention. If breathing is irregular or stopped, administer artificial respiration. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation.
- Ingestion:** Rinse mouth. Do NOT induce vomiting. Drink plenty of water. If symptoms persist, call a physician.
- Note to Physicians:** Treat symptomatically.
- Self-protection of the First Aider:** Use personal protective equipment as required.

5. Fire-fighting Measures

Flammable Properties:

Not considered to be a fire hazard, Flammable ammonia gas may be released in a fire

Explosive Properties:

such as potassium nitrate, potassium nitrite, and potassium chlorate, May explode if mixed with oxidizers

Suitable Extinguishing Media:

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment, Water spray may be used to keep fire exposed containers cool

Unsuitable Extinguishing Media:

No information available

Protective Equipment and Precautions for Firefighters:

In the event of a fire, wear full protective clothing and MSHA/NIOSH (approved or equivalent) self-contained breathing apparatus with full facepiece operated in the pressure-demand or other positive pressure mode

6. Accidental Release Measures

Personal Precautions: Use only with adequate ventilation.

Environmental Precautions: Do not flush into surface water or sanitary sewer system. Prevent entry into waterways, sewers, basements or confined areas.

Methods for Cleaning Up: Pick up and transfer to properly labeled containers. Cover liquid spill with sand, earth or other non-combustible absorbent material. Cover powder spill with plastic sheet or tarp to minimize spreading.

Other Information: Not applicable.

7. Handling and Storage

Advice on Safe Handling: Use personal protective equipment as required. Avoid contact with skin, eyes or clothing. Wash contaminated clothing before reuse. Do not breathe dust/fume/gas/mist/vapors/spray. Do not eat, drink or smoke when using this product.

Storage Conditions: Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children.

Incompatible Materials: Strong oxidizing agents

8. Exposure Controls//Personal Protection

Chemical Name	European Union	China	Japan	Korea	Australia	Taiwan
Ammonium sulfate				STEL: 20 mg/m ³ TWA: 10 mg/m ³		

Engineering Controls: Ensure adequate ventilation, especially in confined areas

Personal protective equipment (PPE)

Eye/Face Protection: Tight sealing safety goggles.

Body Protection: Suitable protective clothing.

General Hygiene Considerations:

Wash contaminated clothing before reuse.

9. Physical and Chemical Properties**9.1. Information on basic physical and chemical properties**

Physical State: Liquid
Appearance: No information available
Color: Colorless

Odor: Slight odor of ammonia
Odor Threshold: No information available

Property**Values****Remarks • Method**

pH: 5.5
"Salt Out" Point (°F):
Melting Point/Freezing Point:
Boiling Point/Boiling Range:
Flash Point:
Evaporation Rate (BuAc=1):
Flammability (solid, gas):
Flammability Limits in Air:
Upper Flammability Limit:

pH Range: 4-7
 No information available
 No information available
 No information available
 No information available
 No information available
 No information available

Lower Flammability Limit:**Vapor Pressure (mm Hg) :**

No information available

Vapor density (Air =1)

No information available

Specific Gravity (H₂O=1):

1.10

Specific Gravity (2nd value):

1.30

Water Solubility:

Completely soluble

Solubility(ies):

No information available

Partition Coefficient

No information available

(n-octanol/water)**Autoignition Temperature:****Decomposition Temperature:**

No information available

Kinematic Viscosity:

No information available

Dynamic Viscosity:

No information available

Oxidizing Properties:**Explosive Properties:**

No information available

such as potassium nitrate, potassium nitrite, and potassium chlorate; May explode if mixed with oxidizers

9.2. Other information**Softening Point:**

No information available

Molecular Weight:

132.14

VOC Content(%):

No information available

Density:

No information available

Bulk Density:

No information available

10. Stability and Reactivity**Stability:**

Stable under normal conditions of use and storage

Conditions to Avoid:

Incompatibles; Heat

Incompatible Materials:

Strong oxidizing agents

Hazardous Decomposition Products:Carbon oxides; Nitrogen oxides (NO_x); Sulfur oxides; Ammonia**Possibility of Hazardous Reactions:** None under normal processing**11. Toxicological Information****Product Information****Acute Toxicity:**

No information available.

The following values are calculated based on chapter 3.1 of the GHS document

Chemical Name	Oral LD ₅₀	Dermal LD ₅₀	LC ₅₀ (Lethal Concentration)
Water	90 mL/kg (Rat)		
Ammonium sulfate	2000 mg/kg (Rat)		

Chronic Toxicity:**Carcinogenicity:**

This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP

12. Ecological Information**Ecotoxicity**

No information available

Chemical Name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia and other aquatic invertebrates
Ammonium sulfate		460 - 1000: 96 h <i>Leuciscus idus</i> mg/L LC50 static 250: 96 h Brachydanio rerio mg/L LC50 480: 96 h Brachydanio rerio mg/L LC50 flow-through 420: 96 h Brachydanio rerio mg/L LC50 semi-static 18: 96 h Cyprinus carpio mg/L LC50 100: 96 h Pimephales promelas mg/L LC50 32.2 - 41.9: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 5.2 - 8.2: 96 h Oncorhynchus mykiss mg/L LC50 static 123 - 128: 96 h Poecilia reticulata mg/L LC50 semi-static 126: 96 h Poecilia reticulata mg/L LC50	423: 24 h <i>Daphnia magna</i> mg/L EC50 14: 48 h <i>Daphnia magna</i> mg/L LC50

Persistence and Degradability:

No information available.

Bioaccumulation:

No information available.

Mobility:

No information available.

Chemical Name	Partition Coefficient
Ammonium sulfate	-5.1

13. Disposal Considerations

Waste from Residues/Unused Products:

Disposal should be in accordance with applicable regional, national and local laws and regulations

14. Transport Information

DOT

Description

Not DOT Regulated

15. Regulatory Information**International Inventories**

All of the components in the product are on the following inventory lists: TSCA (United States);, Canada (DSL/NDSL), Europe (EINECS/ELINCS/NLP), Australia (AICS), South Korea (KECL);, China (IECSC), ENCS (Japan);, Philippines (PICCS), This product contains a substance not listed on international inventories - it is for research and development use only.

AICS	Complies
TSCA	Complies
DSL/NDSL	Complies
EINECS/ELINCS	Complies
ENCS	-
IECSC	Complies
KECL	Complies
PICCS	Complies

Chemical Name	AICS	TSCA	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Water	Listed	Listed	Listed	-	Listed	-	-	Listed	KE-35400	Present
Ammonium sulfate	Listed	Listed	Listed	-	Listed	-	(1)-400	Listed	KE-01743	Present

Inventory Legend

AICS - Australian Inventory of Chemical Substances

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List
EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
ENCS - Japan Existing and New Chemical Substances
IECSC - China Inventory of Existing Chemical Substances
KECL - Korean Existing and Evaluated Chemical Substances
PICCS - Philippines Inventory of Chemicals and Chemical Substances

RESTRICTIONS - REACH TITLE VII No information available

US Federal Regulations

CERCLA

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

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
Ammonium sulfate	1.0

SARA 311/312 Hazard Categories

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

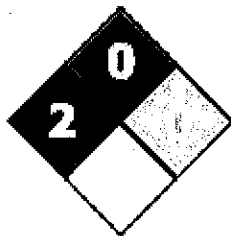
U.S. State Right-to-Know Regulations

California Proposition 65:

This product does not contain any Proposition 65 chemicals

16. Other Information

National Fire Protection Association (NFPA) Ratings



Prepared By: HSE Department
Issue Date: No data available
Revision Date: 07-May-2015
Revision Note: MSDS converted to GHS SDS Format.

Disclaimer:

Please be advised that it is your responsibility to inform your employees of the hazards of this substance, to advise them of what these properties mean and be sure they understand exposure information. The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication.

The information presented herein, while not guaranteed, was prepared by competent technical personnel and is true and accurate to the best of our knowledge. No warranty or guaranty, express or implied, is made regarding performance, stability, or otherwise. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, and storage. Other factors may require additional safety or performance considerations. While our technical personnel will be happy to respond to questions regarding safe handling and use procedures, the handling and use remains the responsibility of the consumer. No suggestions are intended as, and should not be constructed as, a recommendation to infringe on any existing patents or to violate any Federal, State, or local laws.

End of Safety Data Sheet



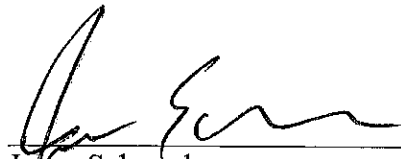
Chemical Affidavit/Proof of Conformance

Tampa Bay Water

RE: Contract #2014-021


This is to certify that the Liquid Sodium Hypochlorite, 12.5% (Ultra-CHLOR) furnished by Hawkins, Inc. and is in compliance with all applicable requirements of the "Technical Specifications for" Liquid Sodium Hypochlorite" for the above referenced agreement.

In addition the Sodium Hypochlorite complies with the latest revisions of the WWA B302-05 and the Water Chemicals Codex directives for impurity limits.



Jason Schroeder
SE Region Manager

Sworn to & Subscribed before me this 22nd day of June 2016.



Marcia Stivanson
Notary Public, State of Florida



MARCIA A. STIVANSON
MY COMMISSION # FF 990604
EXPIRES: April 20, 2020
BONDED Third Budget Notary Services



Date: 6 April 2016

Call for results over the phone
513-523-3605

Odyssey Sample Analysis Results Received 4 April 2016

<u>Parameter</u>		
Wt% NaOCl	11.93	
GPL Available Chlorine	126	
Trade %	12.6	
Wt% NaOH	0.36	
Calculated pH	13.1	
Wt% Na ₂ CO ₃	0.19	
Specific Gravity, g/mL	1.1111	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	138	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.11	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, mg/L	16,254	
Sodium, g/L (estimate)	15	
Wt% Suspended Solids	0.004	
Total Dissolved Solids, g/mL	0.93	
Filter Test (1,000 mL)	0 min 48 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis

B.P. Bubnis

6 April 2016



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.
Ultra-Chlor Sodium Hypochlorite Specification
For
12.5 Trade Percent Available Chlorine

<u>Item</u>	<u>Guarantees</u>	<u>Typical Values</u>
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.15 - 0.4	0.25 - 0.35
pH:	12.3 - 12.7	12.4 - 12.6
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.85	11.05 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	5 - 10 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 - 2.50 centipois	1.75 - 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity:	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 - 1.25 minutes
Hardness (as Calcium Carbonate):	<5 ppm	1 ppm
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-04.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, June 22, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=25070&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Odyssey Manufacturing Company

1484 Massaro Boulevard

Tampa, FL 33619

United States

813-635-0339

Visit this company's website

(<http://www.odysseymanufacturing.com>)

Facility : Tampa, FL

Sodium Hypochlorite[CL]

Trade Designation

Sodium Hypochlorite 12.5 Trade Percent

Ultrachlor

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

94 mg/L

94mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 0 seconds



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/06/13

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s):

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

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

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; Skin Irritant: 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word:

DANGER

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention]

P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

- [Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing.
Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
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 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.
- [Storage] P405 – Store locked up.
- [Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



C - Corrosive



N- Dangerous for the environment

- Risk phrases: R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.
- Safety phrases: S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 20.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31; N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
79.7 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

*****For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!!*****

Plan in advance for an occupational release and have necessary equipment and neutralization agents on-site. Contact Odyssey Manufacturing for assistance.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for lifting and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS-Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide.

Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)

TDLo - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat; 40-60 mg/m³ may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult - 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms - Salmonella typhimurium 1mg / plate (-S9)

DNA repair - Escherichiacoli 20 µg/ disc;

DNA damage - Escherichiacoli 420 µmol/L;

Phage inhibition capacity - Escherichiacoli 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)

Sister chromatid exchange – human embryo 149 mg/ L

Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC ₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L
	LC ₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC ₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L
	LC ₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC ₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality)
	EC ₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
Packing Group:	III
NAERG:	Guide #157
Packaging Authorizations:	Non-Bulk: 49 CFR 172.203; Bulk: 49 CFR 172.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: No

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

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

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200). **CORROSIVE**

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory.

This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:



Class E – Corrosive material – Corrosive to skin

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the MSDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL)	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

**Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.

**No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard 2 = MODERATE
0 = INSIGNIFICANT 3 = HIGH
1 = SLIGHT 4 = EXTREME



Splash Goggles



Gloves

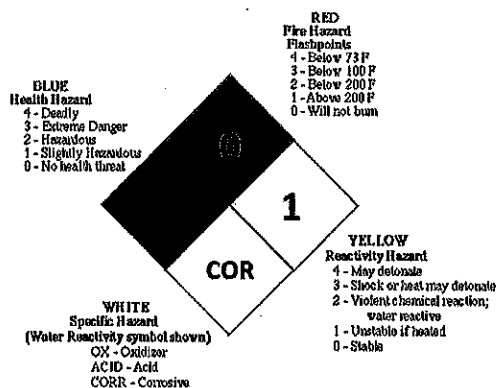


Protective Apron



Vapor Respirator

National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 11/29/2016 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2016-24 Amending the Bunnell Code of Ordinance Section 2-77 Schedule of Violations. – Second Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the Bunnell Code of Ordinance Section 2-77 regarding the schedule of violations for the issuance of civil citations.

This item was heard at the November 28, 2016 Commission meeting for First Reading. At this meeting, the Commission voted to approve the proposed Ordinance. This item was advertised in the News Tribune on November 30, 2016.

Background:

In September 2014, the City adopted regulations for the issuance of civil citations for certain violations of City codes or ordinances.

The civil citation process allows law enforcement officers to issue a citation and immediately address certain violations which cannot wait for the official Code Enforcement process to occur.

The proposed ordinance would allow civil citations to be issued for operating without a local business tax receipt and operating a business when the local business tax receipt has been suspended or revoked.

At the September 26, 2016 City Commission meeting, Commissioners voted not to adopt a previous version of this Ordinance, however staff was instructed to make changes to the Ordinance and return it to the Commission. Staff believes the changes requested by Commissioners have been made. Fines for animal related offenses have been reduced, and the fines for operating without a Business license, or operating with a fraudulent Business license have been increased.

Staff Recommendation:

Approval of Ordinance 2016-24 Amending the Bunnell Code of Ordinance Section 2-77 Schedule of Violations. -- Second Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

N/A

ORDINANCE 2016-24

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCES SECTION 2-77 REGARDING SCHEDULE OF VIOLATIONS; ADDING VIOLATIONS OF SECTION 58-47, DOING BUSINESS WITHOUT, OR UNDER A FRAUDULENTLY OBTAINED LOCAL BUSINESS TAX RECEIPT AND SECTION 58-48, SUSPENSION AND REVOCATION OF LOCAL BUSINESS TAX RECEIPT, BUNNELL CODE OF ORDINANCES TO SCHEDULE OF VIOLATIONS; AMENDING PENALTY FEES; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bunnell Code of Ordinances provides for procedures and requirements relating to the issuance of citations for specific violations of city codes and ordinances; and

WHEREAS, said regulations are in need of revision; and

WHEREAS, Florida Statutes §166.01, the Municipal Home Rule Powers Act, authorizes cities to establish, co-ordinate and enforce the laws that are necessary for the protection of the public; and

WHEREAS, The City Charter provides the City with the authority to adopt regulations that are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, Florida Statutes Chapter 162 authorizes local governments to promote, protect, and improve the health, safety, and welfare of its citizens by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist; and

WHEREAS, Florida Statutes §162.30 further grants authority to a municipality to enforce any violation of a municipal code or ordinance by filing a civil action in the same manner as instituting a civil action; and

WHEREAS, under its home rule authority the City of Bunnell can pass additional legislative enactments to further regulate violations of local codes or ordinances within the City limits as long as these regulations are not preempted in the law and are not inconsistent with statutory provisions.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA THAT:

Section 1.

Chapter 2 Administration Article III Officers and Employees of the Bunnell Code of Ordinances, is hereby amended as follows:

Sec. 2-77. - Schedule of violations.

(a) Violation of the following city codes or ordinances is a civil infraction for which a warning notice or citation may be issued:

- (1) Section 6-1. Consumption in public places;
- (2) Section 10-4. Cruelty (Animals);
- (3) Section 10-9. Permitting commission of nuisance (Animals);
- (4) Section 10-10. Duty to clean up animal feces;
- (5) Section 10-11. Running at large (Animals);
- (6) Section 10-13. Dogs prohibited in city parks;
- (7) Section 10-211. Required (animal license);
- (8) Section 25-3. Landscaping irrigation schedules;
- (9) Section 26-56. Storing, parking or leaving dismantled or other such motor vehicle or boat prohibited and declared nuisance; exception;
- (10) Section 26-106. Keeping and storing discarded property prohibited; exceptions.
- (11) Section 26-199. Maximum permissible sound levels;
- (12) Section 26-200. Specific prohibitions;
- (13) Section 46-3. Obstruction of public ways;
- (14) Section 50-10. Preparation for picking-up of carts and containers regulations;
- (15) Section 50-16. Illegal dumping;
- (16) Section 58-47. Doing business without, or under a fraudulently obtained local business tax receipt;
- (17) Section 58-48. Suspension and revocation of local business tax receipt.
- ~~(16 18)~~ Section 62-37. Manner of parking;
- ~~(17 19)~~ Section 62-40. Stopping, standing or parking in specified places;
- ~~(18 20)~~ Section 62-41. Parking on private parking lots;
- ~~(19 21)~~ Section 62-43. Handicapped parking;
- ~~(20 22)~~ Section 62-44. Overnight parking; and
- ~~(21 23)~~ Section 70-1. Removal of certain plants, weeds, trash and litter; duty of owner; service of notice.

(b) The citations issued pursuant to this chapter may be contested in county court.

Section 2. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules. All development orders shall be issued in a manner consistent with controlling law and rendered in appealable form with the City Clerk. Denials of development approvals shall be issued in accordance with controlling law to include, but not be limited to, Section 166.033, *Florida Statutes*.

Section 3. Codification.

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Bunnell*

Code of Ordinance and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2, 3, 4, 5, and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 4. Conflicts.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 28th day of November 2016.

Second Reading: adopted on this _____ day of _____ 2016.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Seal:

EXHIBIT A

Civil citation penalties shall be enforced as follows:

Sec. 6-1. Consumption in public places;

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 10-4. Cruelty (Animals);

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 10-9. Permitting commission of nuisance (Animals);

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 10-10. Duty to clean up animal feces;

First Offense: Warning
Second Offense: ~~\$50.00~~ \$25.00
Third Offense: ~~\$100.00~~ \$50.00
Fourth Offense: ~~\$200.00~~ \$100.00

Sec. 10-11. Running at large (Animals);

First Offense: Warning
Second Offense: ~~\$50.00~~ \$25.00
Third Offense: ~~\$100.00~~ \$50.00
Fourth Offense: ~~\$200.00~~ \$100.00

Sec. 10-13. Dogs prohibited in city parks;

First Offense: Warning
Second Offense: ~~\$50.00~~ \$25.00
Third Offense: ~~\$100.00~~ \$50.00
Fourth Offense: ~~\$200.00~~ \$100.00

Sec. 10-211. Required (animal license);

First Offense: Warning

Second Offense: ~~\$50.00~~ \$25.00

Third Offense: ~~\$100.00~~ \$50.00

Fourth Offense: ~~\$200.00~~ \$100.00

Sec. 25-3. Landscaping irrigation schedules;

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$200.00

Sec. 26-56. Storing, parking or leaving dismantled or other such motor vehicle or boat prohibited and declared nuisance; exception;

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$200.00

Sec. 26-106. Keeping and storing discarded property prohibited; exceptions;

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$200.00

Sec. 26-199. Maximum permissible sound levels;

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$200.00

Sec. 26-200. Specific prohibitions;

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$200.00

Sec. 46-3. Obstruction of public ways;

First Offense: Warning

Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 50-10. Preparation for picking-up of carts and containers regulations;

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 50-16. Illegal dumping;

In accordance with Resolution 2013-01 or as amended

Section 58-47. Doing business without, or under a fraudulently obtained local business tax receipt;

First Offense: \$200.00
Second Offense: \$250.00
Third Offense: \$300.00
Fourth Offense: \$350.00

Section 58-48. Suspension and revocation of local business tax receipt.

First Offense: \$200.00
Second Offense: \$250.00
Third Offense: \$300.00
Fourth Offense: \$350.00

Sec. 62-37. Manner of parking;

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 62-40. Stopping, standing or parking in specified places;

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 62-41. Parking on private parking lots;

First Offense: Warning
Second Offense: \$50.00

Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 62-43. Handicapped parking;

First Offense: ~~Warning~~ \$50.00
Second Offense: ~~\$50.00~~ \$100.00
Third Offense: ~~\$100.00~~ \$150.00
Fourth Offense: ~~\$200.00~~ \$250.00

Sec. 62-44. Overnight parking;

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00

Sec. 70-1. Removal of certain plants, weeds, trash and litter; duty of owner; service of notice.

First Offense: Warning
Second Offense: \$50.00
Third Offense: \$100.00
Fourth Offense: \$200.00



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 12/2/2016 Amount: \$245,860
Department: Finance Account #: Various
Subject: Resolution 2016-27 Amending the Fiscal year 2016-2017 Budget.
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Budget Resolution 2016-27 Exhibit A	Exhibit
Budget Resolution 2016-27	Resolution

Summary/Highlights:

Resolution 2016-27 proposes to amend the Annual Operating Budget for FY 2016-2017 as described in Exhibit "A" of the Resolution for outstanding encumbrance and projects from FY 2015-2016.

Background:

The City has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2016, which remain incomplete and need to carryover from fiscal year 2015-2016 into the ensuing fiscal year.

Staff Recommendation:

Recommend Approval Budget Resolution 2016-27.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend Approval.

COMPOSITE EXHIBIT A

Resolution Number: 2016-27

FY2017
PREPARED:
FINANCE:

General Fund 001
12/2/2016
Stella L. Gurnee

APPROVED BUDGET

REVENUES:

State Transportation Grant	80,860
Appropriated Equity	<u>10,000</u>
TOTAL REVENUES:	<u><u>90,860</u></u>

EXPENDITURES:

Finance	10,000
Public Works	<u>80,860</u>
TOTAL EXPENDITURES	<u><u>90,860</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 2016-27

FY2017 Water Sewer Fund 401
PREPARED: 12/2/2016
FINANCE: Stella L. Gurnee

APPROVED BUDGET

REVENUES:

USDA Grant	155,000
Appropriated Equity	-
TOTAL REVENUES:	<u>155,000</u>

EXPENDITURES:

Water Department	<u>155,000</u>
TOTAL EXPENDITURES	<u>155,000</u>

RESOLUTION 2016-27

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND AND WATER SEWER FUND ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2015-2016 TO THE FISCAL YEAR 2016-2017 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES BY AMENDING RESOLUTION 2016-18 AND RESOLUTION 2016-23 PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell City has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2016, which remain in complete and will carryover from fiscal year 2015-2016 into the ensuring fiscal year, and

WHEREAS, the City of Bunnell City Commission adopted Resolution 2016-18 approving the Annual Operating Budget for Fiscal Year 2016-2017; and

WHEREAS, the City of Bunnell City Commission adopted Resolution 2016-23 amending the Annual Operating Budget for Fiscal Year 2016-2017; and

WHEREAS, the City of Bunnell City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL AS FOLLOWS:

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A. attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2016-2017 budget.

SECTION 2. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2016 through September 30, 2017.

SECTION 3. SUPPLEMENTAL APPROPRIATIONS. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfer appropriations may be effected by the City Commission and the City Manager as deemed necessary in strict compliance with the procedures specified in Fiscal Management Policy 1004.1.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED at the meeting of the City Commission of the City of Bunnell, on the 12th day of December 2016.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandi Bolser, City Clerk

Wade Vose, City Attorney

Seal:

Attachments: Exhibit A



City of Bunnell, Florida

Agenda Item No. F.2.

Document Date: 12/2/2016 Amount: N/A
Department: City Clerk Account #: N/A
Subject: Resolution 2016-28 Dissolving the Parks and Recreation Advisory Committee.
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Resolution	Resolution

Summary/Highlights:

This is a request to dissolve or sunset the Parks and Recreation Advisory Committee.

Background:

The Parks and Recreation Advisory Committee was created by resolution in January 2015.

The City Manager at this time requested the creation of this committee because to the requests for park use, requests for frequent waiver of fees and the need to amend the fees for use of City facilities.

The City created facility rental regulations and amended the fees with the adoption of Ordinance 2016-10 on July 11, 2016. As a result, the committee is no longer needed.

Staff Recommendation:

Adopt Resolution 2016-28 Dissolving the Parks and Recreation Advisory Committee.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

RESOLUTION 2016-28

**A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA
DISSOLVING THE PARKS AND RECREATION ADVISORY
COMMITTEE AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Parks and Recreation Advisory Committee was created by Resolution 2015-02;
and

WHEREAS, the Parks and Recreation Advisory Committee is no longer needed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF BUNNELL, FLORIDA:**

SECTION 1:

The Parks and Recreation Advisory Committee is hereby dissolved.

SECTION 2:

Any un-signed minutes from the last Committee meeting may be approved by City Commission
and signed by the Mayor.

SECTION 3:

This Resolution shall become effective immediately upon its passage and adoption.

Adopted this 12th day of December 2016.

CITY COMMISSION, City of Bunnell, Florida.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST: _____
Sandra Bolser, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Wade Vose, City Attorney



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 11/21/2016 Amount: N/A
Department: City Clerk Account #: N/A
Subject: Request for an Interlocal Agreement with the Flagler County Supervisor of Elections Office for 2017 Municipal Elections.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Proposed Agreement	Exhibit

Summary/Highlights:

This is a request to enter into an interlocal agreement with the Flagler County Supervisor of Elections for elections services and support for the 2017 municipal election.

Background:

Historically, the City of Bunnell and the Flagler County Supervisor of Elections Office partner together for election services during election years.

The proposed interlocal agreement explains the duties and responsibilities of each entity.

The City Clerk's Office met with the Supervisor of Elections Office on November 21, 2016 to review and revise the agreement as needed.

Staff Recommendation:

Approval of the Interlocal Agreement with the Flagler County Supervisor of Elections for the 2017 Municipal Elections.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter, the “Agreement”) is made and entered into this 12th day of December, 2016 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the “Supervisor”), an elected constitutional officer, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110 and the **CITY OF BUNNELL**, a Florida municipality, (hereinafter, the “City”), whose address is 201 W. Moody Blvd., PO Box 756, Bunnell, FL 32110.

WITNESSETH

WHEREAS, it is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement, for the City’s March 7, 2017 Municipal Election (hereinafter, the “Election”); and

WHEREAS, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality’s Election in the absence of an applicable special act, charter or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities, pursuant to Section 100.3605, Florida Statutes; and

WHEREAS, the parties intend that any and all referendum ballot items shall be coordinated between the City and Supervisor in a timely manner to ensure proper placement on the ballot; and

WHEREAS, the parties desire mapping, scheduling, and other responsibilities related to the conduct of the Election to be completed cooperatively and efficiently as described herein.

IT IS THEREFORE AGREED as follows:

Section One. Recitals Incorporated. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section Two. Supervisor's Responsibilities. The Supervisor shall:

1. Schedule necessary advertising with the News-Journal, excluding the Notice of Election and the 3rd and 5th week referendum advertisements, which shall be the responsibility of the City as provided below.
2. Upon receipt of ballot approved information provided by the City by either CD or e-mail attachment in Microsoft Word format, the Supervisor will layout the ballot, prepare the proof and order the ballots.
3. Arrange for Election night personnel support, program the tabulators, test the system, and provide Election results.
4. Provide supplies for the conduct of the Election including sufficient voting equipment and supplies for the polling places. Should a change of polling location become necessary, the Supervisor is responsible for mailing "Polling Place Change Notices" to affected voters, the cost of which shall be reimbursable to the Supervisor.
5. Provide precinct registers with alphabetical listing of those electors eligible to vote in the Election.
6. Provide alphabetized street index to the precinct clerk.
7. Select, train and pay poll workers.
8. Have complete responsibility for printing, handling, distribution and tabulation of ballots.
9. Provide to the City a final tally of Election results in printed format.
10. File with the Division of Elections the parameters used in the advertised Logic and Accuracy Test.

11. Notify the City of the time, date and place for the Logic and Accuracy Test of the voting tabulation equipment as well as the time, date and place for all public Canvassing Board Meetings. The Canvassing Board Meetings shall be conducted at the Supervisor of Elections Office located at 1769 E. Moody Blvd., Bldg. #2, Suite 101, Bunnell, FL 32110 as outlined below:

The time(s), date(s) for the Canvassing Board Meetings shall be:

Logic and Accuracy Test of the Voting System:

Friday February 24, 2017 at 10:00 a.m.

Canvass Absentee Ballots:

Tuesday March 7, 2017 at 12:00 p.m. and 6:00 p.m.

Unofficial Results:

Tuesday March 7, 2017 at 7:00 p.m.

Canvass of Provisional Ballots, Official Results:

Friday March 9, 2017 at 6:00 p.m.

Manual (Post) Audit:

Tuesday March 14, 2017 at 10:00 a.m.

12. Certify the name(s) of the poll watcher(s) designated and approved for the voting area to the City Clerk on or before February 28, 2017 as required under Florida Statutes.
13. Record this Agreement in the Official Records of Flagler County, Florida.

Section Three. City's Responsibilities. The City shall:

1. Fully execute and return the Interlocal Agreement to the Supervisor on or before December 30, 2016.
2. Upon execution of the Interlocal Agreement:
 - A. Pay an initial deposit of two thousand five hundred dollars (\$2,500.00) towards the costs of the Election and issue said funds to the Supervisor of Elections on or before December 30, 2016.

- B. Pay the balance of all actual costs or obligations of Election services to the Supervisor of Elections within thirty (30) days of receiving an itemized invoice therefor from the Supervisor of Elections.
3. Designate the City Clerk and Deputy City Clerk as the City employees to coordinate with the Supervisor of Elections. City Employees will not provide personnel support or act as “runners” for the polls during the Election.
 4. Furnish to the Supervisor on or prior to December 30, 2016 an updated City map including all annexations or contractions so as to properly identify all eligible voters.
 5. Provide candidate handbooks and necessary materials to candidates prior to qualifying; qualify any and all candidates and receive candidate and/or committee finance reports. The City will furnish to the Supervisor the list of certified candidates, along with copies of the Candidate's Loyalty Oath's **within 24 hours** of the close of the qualifying period.
 6. Provide to the Supervisor on or before **January 13, 2017** all referendum ballot items to ensure proper placement on the ballot. Ballot items may not be added or amended later than the last day of qualifying. The approved ballot data provided to the Supervisor of Elections office shall be in Microsoft Word format (in a version compatible with the Supervisor's office) for the preparation of the ballot proof. The City Clerk shall approve or reject the ballot proof by way of facsimile or e-mail to the Supervisor's office no later than 24 hours following notification by the Supervisor.
 7. Pay the costs incurred by the Supervisor for the scheduling, training and preparing payroll of all poll workers, including supplies and instructional materials and manuals.
 8. Pay ballot printing invoice(s) directly to the printer. Shipping charges may not be included with the invoice from the printer. In that event, the shipping charges will be billed separately and will appear on the itemized Statement of Account provided to the City by the Supervisor.

9. Coordinate with the Supervisor the placement of all required legal advertisements. The City shall publish the Notice of Election and 3rd and 5th week referendum advertisements, if required.
10. Select Canvassing Board Members, confirm members availability to attend in writing, and notify the Supervisor of Elections office no later than **4:30 p.m. Friday, December 30, 2016** of the names of the Canvassing Board Members.
11. Provide written notification during candidate qualifying or by certified mail to each political party chair and all candidates on or before February 20, 2017 of the Canvassing Board schedule which shall include the Logic and Accuracy Testing.
12. Pay costs involved to repair any equipment damaged during the City Election, including shipping, to the extent not covered and paid by any insurance.
13. Turn over all requests for Vote By Mail ballots to the Supervisor on a daily basis by 4:30 pm. The deadline to accept Vote By Mail ballot requests is March 1, 2017 (the sixth (6th) day before the Election).
14. Assist in locating and securing an emergency alternative polling location, should the Coquina City Hall (200 S. Church Street) become unavailable and reimburse the Supervisor the cost of printing and posting such notice of relocation.
15. Submit the name(s) of proposed poll watcher(s) to the Supervisor on or before February 21, 2017 at Noon for the Supervisor of Elections to certify and include a list with the precinct supplies as required under Florida Statutes.
16. Should the City request any additional and/or deletions of provisions of this Agreement, and should such requests require the Supervisor to seek the consultation and/or advice of legal counsel, the City shall assume the responsibility for all legal fees.

17. The City shall be responsible for confirming the accuracy of all dates and times and any information contained herein to ensure compliance with the City Charter and the Florida Statutes.
18. Accept release of City Election records no later than March 19, 2017, which is 10 days after the Certification of Election.

Section Four. Miscellaneous Provisions.

1. The parties understand and agree that the Election shall not have an early voting period.
2. Each party, to extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to that party's actions or omissions arising out of this Agreement and the actions or omissions of the party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby as to third parties.
3. The terms of this Agreement cannot be altered without the prior written consent of both parties.
4. The Agreement shall become effective upon recordation in the Official Records of Flagler County and shall be in effect only for the 2017 City of Bunnell Municipal Election to be held on March 7, 2017 and to be canvassed and certified as provided by law. This Agreement shall be made a part of the City Commission minutes.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this
12th day of December, 2016.

**FLAGLER COUNTY SUPERVISOR OF
ELECTIONS**

Witness (*signature*)

Print Name

Witness (*signature*)

Print Name

The Honorable Kaiti Lenhart
Supervisor of Elections

CITY OF BUNNELL

ATTEST:

Catherine D. Robinson
Mayor

Sandra Bolser, City Clerk

Approved for form and content:

Wade Vose Esq., City Attorney



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 12/5/2016 Amount: N/A
Department: City Clerk Account #: N/A
Subject: Family Life Center Ex-officio Board Member
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Family Life Letter	Cover Memo

Summary/Highlights:

The Family Life Center has requested one member of the City Commission to join their board as an ex-officio member. The board meets 10 months out of the year, with the exception of July and December. Their next meeting is January 17, 2017 at noon at the Chamber of Commerce building. Their regular meetings are the 3rd Tuesday of the month from 12:00 p.m. to 1:00 p.m. Members are welcome to bring their lunch.

Background:

The Family Life Center is a not-for-profit organization based in Flagler County for nearly 30 years. They provide supportive services to individuals and families to end domestic violence and sexual violence. Services include: emergency shelter, food, clothing, transportation assistance, employment coaching, education resources, community referrals, legal advocacy, 24 hour crisis helpline, court advocacy, mental health counseling, support groups and safety planning at no cost to the victims.

Staff Recommendation:

For Commission to appoint an ex-officio member to the Family Life Center Board.

City Attorney Review:

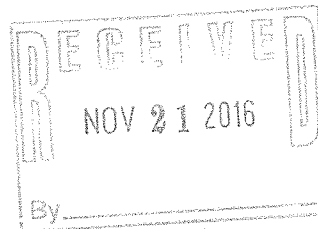
Finance Department Review/Recommendation:

Family Life Center

Help Starts Here

November 18, 2017

City of Bunnell
201 W. Moody Blvd.
Bunnell, FL 32110



RE: Family Life Center Board Involvement

Dear Dan Davis,

The Family Life Center (FLC) is a 501(c) not-for-profit organization based in Flagler County for nearly 30 years and is the only Certified Domestic Violence Shelter and Sexual Assault Center. Our mission is to provide essential supportive services to individuals and families to end domestic violence and sexual violence in Flagler County. Supportive services include emergency shelter, food, clothing, transportation assistance, employment coaching, educational resources, community referrals, legal advocacy, 24 hour crisis helpline, court advocacy, mental health counseling, support groups and safety planning at no cost to victims. The FLC works in partnership with Flagler Beach Police Department, Flagler County Sheriff's Office, Bunnell Police Department and various social service organizations throughout the community to coordinate holistic, sensitive and responsive programs and supportive services.

The male and female participants who utilize the FLC services come from all socioeconomic groups, all racial and ethnic backgrounds, and all communities within our county. Our Board of Directors hopes to increase the number of community members to be more representative of all municipalities in Flagler County. To that end we want to ask one member of each municipality's council or commission to join our Board as an ex-officio member. In this capacity, our Board and our community overall would have greater input from Beverly Beach Commission, Bunnell Commission, Flagler Beach Commission, Marineland, Palm Coast Council and Flagler County Commission.

We respectfully request you give this invitation your utmost consideration. We look forward to discussing your involvement with the Family Life Center in the near future. We would appreciate it if you will contact our CEO, Trish Giaccone, to discuss who your representative will be.

We hope your representative will attend our next Board Meeting on Tuesday, January 17, 2017 at noon at the Chamber of Commerce building. We thank you in advance for your consideration and support.

Kind Regards,

Trish

Trish Giaccone
Chief Executive Officer

Sharon

Sharon Piety-Nowell, Ed.D.
FLC Board Chair



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 12/5/2016 Amount: \$2,019.53
Department: Finance Account #: Sewer Revenue
Subject: Request for additional sewer credit, waiver of penalty and extension of payment plan terms - Pellicer.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Payment Plan	Exhibit

Summary/Highlights:

This is a request for an additional sewer credit, a waiver of penalty and extension of payment plan terms for Susan Pellicer at 400 N. Palmetto.

Background:

Customer, Susan Pellicer, requested a sewer credit for a pool filled on the property in September. After customer received the credit of \$424.12 for 39,270 gallon pool fill it was determined that the remaining usage was still high (average usage is 3,520 gallons a month). August 1st-September 1st: 23,700 gallons, September 1st-October 3rd: 171,680 gallons. Customer filled the pool and power washed but cannot find any additional reasons for the high usage. City staff performed a portable bench test on the meter and the results came through as a properly working meter. Finance staff approved the pool fill credit but cannot approve any additional sewer credits. As a result of the high bill, the customer has incurred a \$331.88 penalty. Customer requests an additional sewer credit, waiver of the penalty and a six month payment plan.

Staff Recommendation:

Request the City Commission grant an additional sewer adjustment in the amount of \$1,687.65 (152,590 remaining gallons over average and initial credit for 39,270 gallons), and waive the \$331.88 penalty. Also recommend approval of a six payment plan for the remainder due on the account after credits have been applied.

City Attorney Review:

Finance Department Review/Recommendation:

Section 66-90 of the City's code of ordinances states, "The City of Bunnell will allow a delinquent customer to pay the most current billing balance in full, and pay the remaining balance in equal monthly payments, the terms

of which shall not exceed **three** months in length. The delinquent customer must agree to the payment plan in writing. Extensions may only be given once per calendar year per customer.” The customer is the property owner, therefore if the payment plan is not paid the City can place a lien on the property. Recommend approval.

PO Box 756
Bunnell, FL 32110

Office phone #:
386-437-7500



Office Hours:
Mon – Fri 7:30am – 4:30pm

PAYMENT PLAN AGREEMENT

(NOTE: Penalties will not accrue as long as Payment Plan is paid on time)

NAME: Susan Pellicer

DATE: 12/12/16

ACCOUNT #: 02-2760-02

I will pay \$ 1,631.11, in 6 monthly installments of \$ 271.85 according to the dates listed below.
I further agree to pay my current bill in full each month.

I understand that if I do not comply with these terms my water service will be disconnected without notice and a \$25 disconnect fee will be assessed to my account.

For my service to be restored, I will pay the \$25 disconnect and \$25 reconnect fees, in addition to the outstanding payment due at the time of service interruption.

I understand that I will be allowed one Payment Plan per year per household.

Scheduled payments are due on:

- (1) January 9, 2017 \$271.85
- (2) February 13, 2017 \$271.85
- (3) March 13, 2017 \$271.85

Customer Signature

City of Bunnell



City of Bunnell, Florida

Agenda Item No. H.4.

Document Date: 12/8/2016 Amount: Approximately \$325,000
Department: Finance Account #: Various
Subject: FEMA Public Assistance Funding Agreement
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Hurricane Matthew Public Assistance Funding Agreement	Exhibit
Matthew PA funding agreement attachments	Exhibit

Summary/Highlights:

FEMA's Public Assistance grant program provides aid to local governments in a disaster area to restore damaged public facilities and infrastructure.

Background:

On October 8, 2016, President Barack H. Obama issued a Major Disaster Declaration designated FEMA-4283-DR-FL for the State of Florida as a result of Hurricane Matthew. The State of Florida and FEMA executed an agreement on October 12, 2016 to provide federal financial assistance for damages from Hurricane Matthew along with authorization to share this funding with appropriate public sub-grantees/sub-recipients.

Staff Recommendation:

Approve Hurricane Matthew federal Funded Public Assistance State agreement.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval.

HURRICANE MATTHEW DISASTER DECLARATION (FEMA-4283-DR-FL)

Federally Funded Public Assistance State Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, whose headquarters is in Tallahassee, Leon County, Florida (hereafter referred to as the "Grantee/Recipient"), and:

(hereinafter referred to as the "Subgrantee/Subrecipient").

WHEREAS,

On October 8, 2016, President Barack H. Obama issued a Major Disaster Declaration designated FEMA-4283-DR-FL for the State of Florida as a result of Hurricane Matthew; and

WHEREAS,

The Declaration, as amended, authorizes Public Assistance funding for eligible disaster recovery efforts in Bradford, Brevard, Clay, Duval, Flagler, Indian River, Lake, Martin, Nassau, Palm Beach, Putnam, Seminole, St. Johns, St. Lucie, and Volusia Counties.

WHEREAS,

The FEMA-State Agreement executed October 12, 2016, and subsequently amended, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees/Subrecipients; and

WHEREAS,

The Subgrantee/Subrecipient is located in the affected area and appears to have suffered eligible damage; now

THEREFORE, the Grantee/Recipient and the Subgrantee/Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) DEFINITIONS.

- a. As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:
 - i. **Agreement Sum:** is the Grantee's/Recipient's amount of reimbursement to the Subgrantee/Subrecipient for its verified expenses, subject to the scope of work identified in the Project Worksheet for Small and/or Large Projects.
 - ii. **Eligible activities:** are those activities authorized in the FEMA-State Agreement (located in FloridaPA.org on the main Disaster Summary Page

under “documents”), and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA.

- iii. **FEMA - State Agreement:** is the agreement executed October 12, 2016, and amended from time to time, between the FEMA and the State of Florida, for a presidential major disaster declaration designated FEMA-4283-DR-FL.
- iv. **Large Project Threshold:** When the approved estimate of eligible costs for an individual project under this major disaster is \$123,100⁰⁰ or greater, it is a Large Project.
- v. **P.2. package:** is the formal notification used for all versions of a Project Worksheet with a change in the funding amount.
- vi. **Project Worksheet (Subgrant Application):** is the primary form used to document the location, damage description and dimensions, scope of work, Special Considerations, and cost estimates for each small or large project. It is the basis for the grant.
- vii. **Reasonable:** for purposes of access to records, is construed according to the circumstances, but ordinarily means during the normal business hours of 8:00 a.m. to 5:00 p.m., local time, on any Monday through Friday that is not a state or federal holiday.
- viii. **Zero (0) Dollar Notification Letter:** is the notification for projects where there are scope changes, improved or alternate projects, ineligible cost or a zero (0) dollar variance closeout.

2) AGREEMENT TO BE BOUND.

- a. The parties enter into this Agreement intending to be bound by same.
- b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, by the FEMA - State Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA. The Subgrantee/Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment “A” and incorporated herein by reference.

3) FUNDING.

- a. The federal share of the eligible costs specified in the Project Worksheets under this Agreement is seventy-five percent (75%) of such costs, unless a higher percentage is approved. The non-federal share is the remaining amount.
- b. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share.
- c. The Subgrantee/Subrecipient acknowledges that the Grantee's/Recipient's obligation to pay under this Agreement is contingent upon an appropriation by the

State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

- d. Disbursement must be consistent with section 252.37, Florida Statutes. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206.228 and do not require matching funds may also be funded by FEMA.
- e. Subject to an advance payment of funds by the Grantee/Recipient to the Subgrantee/Subrecipient, the Grantee/Recipient will provide funds on a cost reimbursement basis to the Subgrantee/Subrecipient for eligible activities approved by the Grantee/Recipient and FEMA, as specified in the approved Subgrantee/Subrecipient Project Worksheets.
- f. The Grantee/Recipient may provide some portion of any nonfederal share for some Subgrantees/Subrecipients. As a condition of receipt of the federal funding, the Subgrantee/Subrecipient agrees to provide any nonfederal share not paid by the Grantee/Recipient. The federal allowable costs must be determined as per 2 C.F.R. and 44 C.F.R. §§ 13 and 206.
- g. The approved Project Worksheets will be transmitted to the Subgrantee/Subrecipient, and must state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement.
- h. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. **These actions will be denoted in the final version of the obligated project worksheet for each project.**
- i. The approved Project Worksheets will document the total eligible costs and the total federal share of those costs.
- j. As a condition of funding under this Agreement, the Subgrantee/Subrecipient agrees that the Grantee/Recipient may withhold funds otherwise payable to the Subgrantee/Subrecipient from any disbursement to the Grantee/Recipient, by FEMA or any other source, upon a determination by the Grantee/Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subgrantee/Subrecipient pursuant to this Agreement or any other funding agreement administered by the Grantee/Recipient.
- k. The Subgrantee/Subrecipient understands and agrees that the Grantee/Recipient may offset any funds due and payable to the Subgrantee/Subrecipient until the debt to the State is satisfied. In such event, the Grantee/Recipient will notify the Subgrantee/Subrecipient via the entry of notes in FloridaPA.org.

4) INSURANCE.

- a. The Subgrantee/Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subgrantee/Subrecipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

- b. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subgrantee/Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Grantee/Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.
- c. In addition to the preceding requirements, the Subgrantee/Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subgrantee/Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Act further states "If the requirement to purchase insurance is not met, FEMA will not provide assistance for damages sustained in the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.
- d. The Subgrantee/Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.
- e. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subgrantee/Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.
- f. The Subgrantee/Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

5) DUPLICATION OF BENEFITS PROHIBITED.

- a. The Subgrantee/Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subgrantee/Subrecipient receive any other duplicate benefits from any source whatsoever.
- b. The Subgrantee/Subrecipient agrees to reimburse the Grantee/Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subgrantee/Subrecipient has received payment from the Grantee/Recipient.
- c. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of,

applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

- d. In the event the Grantee/Recipient determines the Subgrantee/Subrecipient has received duplicate benefits, the Subgrantee/Subrecipient gives the Grantee/Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subgrantee/Subrecipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

- a. The Subgrantee/Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee/Recipient, and in accordance with applicable Local, State, and Federal legal requirements.
- b. If applicable, the contract documents for any project undertaken by the Subgrantee/Subrecipient, and any land use permitted by or engaged in by the Subgrantee/Subrecipient, must be consistent with the local government comprehensive plan.
- c. The Subgrantee/Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- d. The Subgrantee/Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

7) DOCUMENTATION AND INSPECTIONS.

- a. The Subgrantee/Subrecipient must create and maintain documentation of work performed and costs incurred on each project site identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Grantee/Recipient determines the Subgrantee/Subrecipient has failed to create and maintain such documentation, the Grantee/Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subgrantee/Subrecipient must, within sixty (60) days of receipt of Notice by the Grantee/Recipient, reimburse the Grantee/Recipient for all payments disbursed to the Subgrantee/Subrecipient, together with any and all accrued interest.
 - i. Failure of the Grantee/Recipient to terminate funding when a Subgrantee's/Subrecipient's breach is discovered does not act as a waiver of the Grantee's/Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.
- b. For all projects, the Subgrantee/Subrecipient must state on the "Project Completion and Certification Report" that all work was performed in accordance with this

Agreement and the requirements in each Project Worksheet, and must state the date of completion.

- c. For Small Projects, the Subgrantee/Subrecipient must notify the State when work is complete and must upload photographs clearly demonstrating completion of the work to the Subgrantee/Subrecipient's FloridaPA.org account.
- d. For Large Projects the Subgrantee/Subrecipient must submit a Request for Close-out on FloridaPA.org, and include.
 - i. a Request for Reimbursement (if funds are owed to the Subgrantee/Subrecipient); and
 - ii. a Summary of Documentation which is automatically created when the request for closeout is submitted on FloridaPA.org.
- e. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Grantee/Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.
- f. Interim Inspections may be requested by the Subgrantee/Subrecipient, on both small and large projects, to:
 - i. conduct insurance reconciliations;
 - ii. review an alternate scope of work;
 - iii. review an improved scope of work; and/or
 - iv. validate scope of work and/or cost.
- g. Interim Inspections may be scheduled and submitted by the Grantee/Recipient as a request in FloridaPA.org under the following conditions:
 - i. a quarterly report has not been updated between quarters;
 - ii. the Subgrantee/Subrecipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
 - iii. requests for a Time Extension have been made that exceed the Grantee's/Recipient's authority to approve; and/or
 - iv. there are issues or concerns identified by the Grantee/Recipient that may impact funding under this agreement
- h. The Subgrantee/Subrecipient must submit a request Large Project closeout in FloridaPA.org no later than sixty (60) days after the project's completion.
 - i. The Grantee/Recipient will use its authority to submit a request for project closeout if the Subgrantee/Subrecipient has identified the project to be complete but has failed to submit the request for closeout.

8) PAYMENT.

- a. The Grantee/Recipient agrees to disburse the eligible costs to the Subgrantee/Subrecipient in accordance with the following procedures:

- i. **Funding for Small Projects:** Small project funding will be based on estimated costs, only if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in the scope of work. (Revisions to the Project Worksheets may result in changes in funding level and/or category.) Payment methods are fully described in FEMA's Public Assistance Program and Policy Guide (January 2016). A request to increase cost on small projects is only allowed under a request for a Net Small Project Overrun. A Small Project Netting will require the inspection of *all* small projects to ensure that both the scope of work was completed and that all combined funds were expended.
 1. The Grantee/Recipient agrees to disburse the federal and nonfederal shares of the eligible costs for Small Projects to the Subgrantee/Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its obligation of the pertinent Small Project Worksheet.
- ii. **Funding for Large Projects:** Although Large project funding must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subgrantee/Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.
 1. The Grantee/Recipient agrees to reimburse the Subgrantee/Subrecipient for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Large Project Worksheet and submission of a Request for Reimbursement (RFR) by the Subgrantee/Subrecipient. The submission from the Subgrantee/Subrecipient requesting this reimbursement must include:
 - a) a Request for Reimbursement (available in FloridaPA.org);
 - b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
 - c) the FEMA Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

- b. Once the work is completed, the Grantee/Recipient and the Subgrantee/Subrecipient will conduct a final inspection to determine if the payments to the Subgrantee/Subrecipient were proper, if it is owed additional monies, or if it must submit repayment to the State for overpayment.
- c. In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.
- d. The amount which may be advanced may not exceed the expected cash needs of the Subgrantee/Subrecipient for the first three (3) months of the contract term, not to exceed the Federal share.
- e. Advances.
 - i. Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph "3) Funding," above, these payments are not bound by Section 216.181(16), Florida Statutes.
 - 1. The Grantee/Recipient must request a waiver from the State Comptroller each Fiscal year.
 - 2. For a federally funded contract, any advance payment is also subject to 2 C.F.R., federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
 - 3. All advances must be held in an interest-bearing account with the interest being remitted to the Grantee/Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
 - 4. In order to prepare a Request for Advance (RFA) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subgrantee/Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
 - 5. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
 - 6. The Subgrantee/Subrecipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
 - 7. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

8. The Grantee/Recipient may advance funds to the Subgrantee/Subrecipient, not exceeding the Federal share, only if the Subgrantee/Subrecipient meets the following conditions:
 - a) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that Subgrantee/Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) the Subgrantee/Subrecipient must submit to the Grantee/Recipient the budget supporting the request.
9. The Subgrantee/Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than 90 days after receipt of the Advance;
10. The Grantee/Recipient may, in its sole discretion, withhold a portion of the federal and/or nonfederal share of funding under this Agreement from the Subgrantee/Subrecipient if the Grantee/Recipient reasonably expects that the Subgrantee/Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subgrantee/Subrecipient was improper.

9) FINAL PAYMENT.

- a. The Grantee/Recipient agrees to disburse the final payment to the Subgrantee/Subrecipient upon satisfaction of the following conditions:
 - i. the Subgrantee/Subrecipient must have completed the project to the satisfaction of the Grantee/Recipient;
 - ii. the Subgrantee/Subrecipient must have submitted the documentation required by this Agreement;
 - iii. in the case of Large Projects, the Grantee/Recipient must have performed the final inspection;
 - iv. in the case of Small Projects, the project listing and certification must have been reviewed by the Grantee/Recipient, or alternatively, the Grantee/Recipient must have performed a final inspection (the subgrantee notifies the state when work is complete on small projects, small projects are considered closed when the P.4. has been processed and FEMA has closed the subgrantee Grant); and
 - v. the Subgrantee/Subrecipient must have requested final reimbursement.
- b. The Grantee/Recipient may submit the final Request for Reimbursement (RFR) based on final inspections and closeout versions.

10) RECORDS MAINTENANCE.

- a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:
 - i. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R. § 13, as amended;
 - ii. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended;
 - iii. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended;
 - iv. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended; and
 - v. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- b. The Subgrantee/Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subgrantee/Subrecipient account closeout by FEMA.
 - i. The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account close out.
- d. Records relating to the acquisition of real property must be retained for five (5) years after final account close out.
- e. The Subgrantee/Subrecipient and its employees or agents, including all sub-contractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Grantee/Recipient, the Florida Chief Financial Officer, the Florida Auditor General, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

11) REPAYMENT BY SUBGRANTEE/SUBRECIPIENT.

- a. If upon final inspection, final audit, or other review by the Grantee/Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subgrantee/Subrecipient under this Agreement exceed the eligible costs, the Subgrantee/Subrecipient must reimburse to the Grantee/Recipient the amount by which the total disbursements exceed the eligible costs no later than forty-five (45)

days from the date the Subgrantee/Subrecipient receives notice of such determination.

- b. All refunds or repayments owing to the Grantee/Recipient under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to:

Cashier, Division of Emergency Management,
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100.

- c. In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee/Recipient for collection, Recipient must pay the Grantee/Recipient a service fee of \$15⁰⁰ or 5% of the face amount of the returned check or draft, whichever is greater.

12) AUDIT

- a. The Subgrantee/Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Subgrantee/Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Subgrantee's/Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subgrantee/Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subgrantee/Subrecipient of such non-compliance.
- e. The Subgrantee/Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subgrantee's/Subrecipient's fiscal year.
- f. The Subgrantee/Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subgrantee/Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- g. The Subgrantee/Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- h. The Subgrantee/Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

13) NONDISCRIMINATION BY CONTRACTORS.

- a. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subgrantee/Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subgrantee/Subrecipient is also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

14) MODIFICATION AND TIME FOR PERFORMANCE.

- a. Any amendments to, or modification of, this Agreement, including a modification extending the time for completion of a project, must be in writing, must be subject to the same terms and conditions as those set out in the initial Agreement, and takes effect only upon execution by both parties.
- b. Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subgrantee/Subrecipient through the Grantee/Recipient. The approval of any such modifications, however, is at the sole discretion of FEMA.
- c. Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project and in any amendment to this Agreement.
- d. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- e. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- f. The time for project completion can only be extended once unless the failure of the Subgrantee/Subrecipient to close out the project is caused by events beyond its

control. Extensions cannot be granted for delays caused by lack of cost-share funding.

- g. If any extension request is denied by the Grantee/Recipient, or is not sought by the Subgrantee/Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension for completed projects.
- h. Failure to complete a project is adequate cause for the termination of funding for that project and require reimbursement to the Grantee/Recipient of any and all project costs.

15) CONTRACTS WITH OTHERS.

- a. If the Subgrantee/Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subgrantee/Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Grantee/Recipient, its employees and/or their contractors, and the Subgrantee/Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.
- b. The Subgrantee/Subrecipient must document in the Quarterly Report the subcontractor's progress in performing its work under this Agreement.
- c. For each subcontract, the Subgrantee/Subrecipient must provide a written statement to the Grantee/Recipient as to whether the subcontractor is a minority vendor as defined in section 288.703, Florida Statutes. Copies of all contracts and subcontracts must be uploaded into FloridaPA.org by the Subgrantee/Subrecipient.
- d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II.
 - i. Grace Period. Notwithstanding the preceding, a Non-Federal Entity (NFE), may choose to continue to comply with the former procurement standards applicable to FEMA awards found at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of two additional fiscal years after December 26, 2014. This is an elective grace period. Note that if an NFE elects to use the previous procurement standards, it must affirmatively document this decision in its internal procurement policies, including the date upon which its grace period (based upon the two additional fiscal years) will end, and that it understand and agrees it must transition to the new procurement standards.

16) LIABILITY.

- a. The Grantee/Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee/Subrecipient is a governmental entity covered under section 768.28 (5), Florida Statutes, the Subgrantee/Subrecipient is solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Further, unless the Subgrantee/

Subrecipient is a governmental entity within the meaning of the preceding sentence, the Subgrantee/Subrecipient, by entering into this Agreement, agrees to indemnify and hold the Grantee/Recipient harmless from any and all claims asserted by third parties in connection with the performance of this Agreement.

- b. For the purpose of this Agreement, the Grantee/Recipient and the Subgrantee/Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c. Nothing in this Agreement is to be construed as a waiver by the Grantee/Recipient or the Subgrantee/Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d. The Subgrantee/Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.
- e. The Subgrantee/Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.

17) REPORTS.

- a. The Subgrantee/Subrecipient must provide Quarterly Reports to the Grantee/Recipient on the Quarterly Report Form available in FloridaPA.org, a sample of which is attached hereto as Attachment "B" and incorporated herein by reference.
- b. The first Quarterly Report is due at such time as the Subgrantee/Subrecipient is notified so. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA. Quarterly Reports must indicate the anticipated completion date (this is not the approved time extension date but the date the Subgrantee/Subrecipient actually expects the project work to be complete for each project), together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement.
- c. Interim inspections must be scheduled by the Subgrantee/Subrecipient before the final inspection, and may be required by the Grantee/Recipient based on information supplied in the Quarterly Reports.
- d. The Grantee/Recipient may require additional reports as needed, in which case the Subgrantee/Subrecipient must provide any such additional reports as soon as practicable.
- e. With respect to a Request for Advance or Reimbursement, Summary of Documentation, and Quarterly Reports, the contact for the Grantee/Recipient will be the State Public Assistance Officer.
- f. If the reports required under this section are not completed with all required information and timely submitted, the Grantee/Recipient must withhold payments payable to the Subgrantee/Subrecipient from any funding agreement.

- g. If reimbursement has not been requested within 720 days of obligation, FEMA may de-obligate funding as an interim financial reconciliation. If this occurs, the delay in funding is not appealable and the Subgrantee/Subrecipient will be eligible for funding when the project is complete and the final inspection has been processed by FEMA.

18) MONITORING.

- a. The Subgrantee/Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.
- b. In addition to reviews of audits conducted in accordance with 2 C.F.R. and OMB Circular A-133, as revised, and section 215.97, Florida Statutes, monitoring procedures may include, but are not limited to, on-site visits by the Grantee/Recipient or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures deemed necessary by the Grantee/Recipient or FEMA. By entering into this Agreement, the Subgrantee/Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee/Recipient. In the event that the Grantee/Recipient determines that a limited scope audit of the Subgrantee/Subrecipient is appropriate, the Subgrantee/Subrecipient agrees to comply with any additional instructions provided by the Grantee/Recipient regarding such audit.
- c. The Subgrantee/Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General.
- d. The Grantee/Recipient will monitor the performance and financial management by the Subgrantee/Subrecipient throughout the contract term to ensure timely completion of all tasks.
- e. The Subgrantee/Subrecipient must update its contacts in FloridaPA.org each quarter and ensure requests for updates are submitted as required by Florida Statutes.

19) MANDATED CONDITIONS.

- a. The Subgrantee/Subrecipient understands and agrees that:
 - i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.
 - ii. The Grantee/Recipient may unilaterally terminate this Agreement for refusal by the Subgrantee/Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, that are made or received by the Subgrantee/Subrecipient or its contractors and subcontractors in connection with this Agreement.

- iii. No funds or other resources received from the Grantee/Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- iv. Responsibility for compliance with this Agreement rests with the Subgrantee/Subrecipient, and further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subgrantee/Subrecipient Agreements.
- v. If otherwise allowed under this Agreement, all invoices for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- vi. The Grantee/Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, in violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [§ 74A(e) of the Immigration and Nationality Act ("INA")] and the Grantee/Recipient considers the employment of unauthorized aliens by any contractor a violation of § 274A(e) of the INA. Such violation by the Subgrantee/Subrecipient is grounds for unilateral cancellation of this Agreement by the Grantee/Recipient.
- vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.
- viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

- a. The Subgrantee/Subrecipient certifies that:
 - i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.
 - ii. The individual executing this Agreement on Subgrantee's/Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subgrantee/Subrecipient to its terms.

- iii. With respect to any Subgrantee/Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
 - 3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
 - b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- b. The Subgrantee/Subrecipient certifies that to the best of its knowledge and belief:
 - i. No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee/Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 1. Subgrantee/Subrecipient understands that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subgrantee/Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.
- c. The Subgrantee/Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers

(including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subgrantees/Subrecipients must certify and disclose accordingly. The Subgrantee/Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

- i. Subgrantee/Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000⁰⁰ and not more than \$100,000⁰⁰ for each such failure.
- d. Where the Subgrantee/Subrecipient is unable to certify to any of the statements in this certification, the Subgrantee/Subrecipient understands it must submit to the Grantee/Recipient (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which the Subgrantee/Subrecipient intends to fund under this Agreement. (See Attachment "C".) Such form must be received by the Grantee/Recipient prior to the Subgrantee/Subrecipient entering into a contract with any prospective subcontractor.

21) TERM.

- a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.
 - i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.
- b. The Subgrantee/Subrecipient agrees to commence work on the project(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

- a. Upon the occurrence of any one or more of the following events the Grantee/Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Grantee/Recipient to disburse further funds under this Agreement terminate at the option of the Grantee/Recipient:
 - i. The determination that any representation by the Subgrantee/ Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subgrantee/Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subgrantee/Subrecipient is unable or unwilling to meet its obligations under this Agreement;
 - ii. the Subgrantee/Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Grantee/Recipient, if Subgrantee/Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Grantee/Recipient;

- iii. any reports required by this Agreement have not been submitted to the Grantee/Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress, or Office of Management and Budget.
- b. Notwithstanding the preceding, the Grantee/Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.
- c. Upon the occurrence of any one or more of the foregoing events, the Grantee/Recipient may at its option give notice in writing to the Subgrantee/Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subgrantee/Subrecipient to cure, the Grantee/Recipient may exercise any one or more of the following remedies:
 - i. terminate this Agreement upon not less than fifteen (15) days' notice of such termination after delivery by certified letter to the Subgrantee/Subrecipient at the address specified in Attachment "D" of this Agreement;
 - ii. commence an action in law or in equity for the judicial enforcement of this Agreement;
 - iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subgrantee/Subrecipient pursuant this Agreement; and
 - iv. take any other actions that may otherwise be available in law or in equity.
- d. Upon the rescission, suspension or termination of this Agreement, the Subgrantee/Subrecipient must refund to the Grantee/Recipient all funds disbursed to the Subgrantee/Subrecipient under this Agreement.
- e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Grantee/Recipient does not relieve the Subgrantee/Subrecipient of liability to the Grantee/Recipient for the restitution of funds advanced to Subgrantee/Subrecipient under this Agreement, and the Grantee/Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subgrantee/Subrecipient under this Agreement until such time as the exact amount of restitution due the Grantee/Recipient from the Subgrantee/Subrecipient is determined. In the event that FEMA should de-obligate funds formerly allowed under this Agreement, the Subgrantee/Subrecipient must immediately repay such funds to the Grantee/Recipient. Any de-obligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.
- f. If the Subgrantee/Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee/Recipient must withhold any disbursement otherwise due the Subgrantee/Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the

violation is not cured, the Grantee/Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

- i. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee/Subrecipient in this Agreement, in any subsequent submission or response to the Grantee/Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Grantee/Recipient and with fifteen (15) days written notice to the Subgrantee/Subrecipient, cause the termination of this Agreement and the release of the Grantee/Recipient from all its obligations to the Subgrantee/Subrecipient.

23) ATTACHMENTS.

- a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.
- c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Grantee/Recipient as necessary or posted on the Grantee's/Recipient's website at www.FloridaPA.org.

24) HEADINGS.

- a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

- a. This contract is governed by, and must be construed in accordance with, the laws of the State of Florida, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Florida.
- b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Grantee/Recipient or the Subgrantee/Subrecipient, relating to or arising out of this contract must be brought in Leon County, Florida and venue will lie therein.

26) ATTORNEY FEES.

- a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES.

- a. Should the Subgrantee/Subrecipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Subgrantee/Subrecipient prior to the payment of such funds by the State as the Grantee/Recipient.
- b. Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

28) DESIGNATION OF AGENT.

- a. The Subgrantee/Subrecipient must complete Attachment "D" by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subgrantee/Subrecipient.
- b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.
- c. In the event the Subgrantee/Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subgrantee's/Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

29) NOTICE AND CONTACT.

- a. All notices required to be made to the Grantee/Recipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Grantee/Recipient at the following addresses:

Evan Rosenberg, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com.

- b. All notices required to be made to the Subgrantee/Subrecipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Subgrantee/Subrecipient at the address indicated in Attachment "D" which the Subgrantee/Subrecipient must complete and submit with this Agreement.

30) FEDERALLY FUNDED SUBAWARD

- a. This Agreement and the Project Worksheet (FEMA Form 90-91) combine to form a Federally Funded Subaward and Grant Agreement.

- b. The parties agree that the Federally Funded Subaward and Grant Agreement formed as described above should comply with the requirements of Section 215.971, Florida Statutes.

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
HURRICANE MATTHEW DECLARATION
(FEMA-4283-DR-FL)**

Federally Funded Public Assistance State Agreement

IN WITNESS WHEREOF, the Grantee/Recipient and the Subgrantee/Subrecipient have executed this Agreement:

FOR THE GRANTEE/RECIPIENT:
DIVISION OF EMERGENCY MANAGEMENT

Governor's Authorized Representative

Date

FOR THE SUBGRANTEE/SUBRECIPIENT:

Catherine D. Robinson, Mayor
Printed Name and Title

Signature

Date

DUNS Number: 039896360

Federal Employer Identification Number (FEIN): 59-6000285

or

State Agency FLAIR Number: _____

CFDA Number:	<u>97.036</u>
Federal Fund Number	<u>20 2 750001</u>
State Fund Number	<u>20 2 339047</u>

- Attachments:
- A) Statement of Assurances
 - B) Example of Public Assistance Quarterly Report
 - C) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - D) Designation of Authority with Instructions
 - E) DHS OIG Audit Issues & Acknowledgement
 - F) Justification for Advance Payment

Statement of Assurances

- 1) The Subgrantee/Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee/Subrecipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's/Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Subgrantee/Subrecipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Subgrantee/Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subgrantee's/Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Subgrantee/Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subgrantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Subgrantee/Subrecipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subgrantees/ Subrecipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subgrantee/Subrecipient, this assurance shall obligate the Subgrantee/Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;

- v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
- i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subgrantee/Subrecipient by FEMA. The Subgrantee/Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee/Subrecipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUBRECIPIENT:

Signature

Catherine D. Robinson, Mayor
Printed Name and Title

Date

Statement of Assurances

- 1) The Subgrantee/Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee/Subrecipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's/Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Subgrantee/Subrecipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Subgrantee/Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subgrantee's/Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Subgrantee/Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subgrantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Subgrantee/Subrecipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subgrantees/ Subrecipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subgrantee/Subrecipient, this assurance shall obligate the Subgrantee/Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;

- v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
- i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subgrantee/Subrecipient by FEMA. The Subgrantee/Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee/Subrecipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUBRECIPIENT:

Signature

Catherine D. Robinson, Mayor
Printed Name and Title

Date

Public Assistance Quarterly Report

Available for Each Subgrantee/Subrecipient on www.FloridaPA.org

Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarter and dates are December 31, March 31, June 30, September 30 and this form is due within 15 days of each end date. Selecting a project from the Select Project list will populate the form below. Reporting has been completed on projects that are payed-out in the Select Project list.

Select 1 Project:

☐ Filter this list for projects that are not 100% complete.

Type: Category G / Site L [View Project](#)
 Eligible Obligated: \$47,124.00
 Work Deadline: Dec 31, 2007

General	This Quarter	Previous Quarter
Anticipated Final Amount:	\$47,124.00	\$47,124.00
Expended To Date:	\$46,440.00	\$4,440.00
Work Percent Complete:	100.0%	100.0%
Estimated Completion Date:	Sep 30, 2007	Sep 30, 2007

Projected Funds to be Requested for Reimbursement

Estimate for FY2013-Q4: July-Sep:	\$0.00	\$0.00
Estimate for FY2013-Q1: Oct-Dec:	\$0.00	\$0.00
Estimate for FY2013:	\$0.00	\$0.00
Estimate for FY2014:	\$0.00	\$0.00
Estimate for FY2015:	\$0.00	\$0.00
Estimate for FY2016:	\$0.00	\$0.00

Status

Work Status:
 Work Complete - Closeout Not Yet Requested
Work Complete - Closeout Not Yet Requested reported in previous quarter.

Cost Status:
 -Choose One-
Nothing reported in previous quarter.

Comments:
 Please provide any important information regarding the progress of this project.



Did you know...

- If the Estimated Completion Date is greater than the Work Deadline, a Request for Time Extension may be required.
[Submit Time Extension](#)
- If this project is 100% complete a Request for Project Closeout is required.
[Submit Project Closeout](#)

**Certification Regarding
Debarment, Suspension, Ineligibility,
and
Voluntary Exclusion**

Subcontractor Covered Transactions:

The prospective subcontractor of the Subgrantee/Subrecipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Where the Subgrantee's/Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor must attach an explanation to this form.)

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date





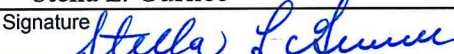
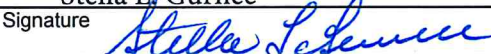
Printed Name

Subgrantee's/Subrecipient's Name

Attachment "C"

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name Catherine D. Robinson	Agent's Name Stella L. Gurnee
Signature 	Signature 
Organization / Official Position City of Bunnell/Mayor	Organization / Official Position City of Bunnell/Finance Director
Mailing Address P.O. Box 756	Mailing Address P.O. Box 756
City, State, Zip Bunnell, FL 32110	City, State, Zip Bunnell, FL 32110
Daytime Telephone (386)437-7500	Daytime Telephone (386)437-7500
E-mail Address crobinson@bunnellcity.us	E-mail Address sgurnee@bunnellcity.us
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name Daniel E. Davis	Official's Name Stella L. Gurnee
Signature 	Signature 
Organization / Official Position City of Bunnell/City Manager	Organization / Official Position City of Bunnell/Finance Director
Mailing Address P.O. Box 756	Mailing Address P.O. Box 756
City, State, Zip Bunnell, FL 32110	City, State, Zip Bunnell, FL 32110
Daytime Telephone (386)437-7500	Daytime Telephone (386)437-7500
E-mail Address ddavis@bunnellcity.us	E-mail Address sgurnee@bunnellcity.us
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historical (Full Access)
Agent's Name Stella L. Gurnee	Agent's Name Stella L. Gurnee
Signature 	Signature 
Organization / Official Position City of Bunnell/Finance Director	Organization / Official Position City of Bunnell/Finance Director
Mailing Address P.O. Box 756	Mailing Address P.O. Box 756
City, State, Zip Bunnell, FL 32110	City, State, Zip Bunnell, FL 32110
Daytime Telephone (386)437-7500	Daytime Telephone (386)437-7500
E-mail Address sgurnee@bunnellcity.us	E-mail Address sgurnee@bunnellcity.us

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature _____

Date _____

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	Date:
Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Sub-Grantee's Fiscal Year (FY) Start: Month: October Day: 1st	
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000285	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Sub-Grantee's: FIPS Number (If Known) FL - 12 - 035	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 10-04-16 DISCARD PREVIOUS VERSIONS

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subgrantee's/Subrecipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if *all* authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DHS OIG AUDIT ISSUES & ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Subgrantees/Subrecipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

FOR <u>City of Bunnell</u> Subgrantee/Subrecipient	BY _____ Signature
_____ Date	<u>Catherine D. Robinson, Mayor</u> Printed Name and Title

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested.
Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)
