

THIS AGREEMENT, made and entered into this ____ day of ____, 2009, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Shrieve Chemical Company, a Texas corporation authorized to transact business in the State of Florida, ("Contractor"), whose address and phone are 1755 Woodstead Court, The Woodlands, TX 77380, (281) 367-4226.

WHEREAS, the City of Deerfield Beach, Florida issued Invitation to Bid Number 2008-09/26 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on June 16, 2009, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur 02, CAR No. 09-0791),

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City sulfuric acid for the Peele Dixie Water Treatment Plant in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto as applicable to the City as a participating agency in the Southeast Florida Governmental Purchasing Cooperative in quantities that the City requests beginning June 16, 2009, and ending June 15, 2010.

2. This contract form G-111, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

- First, this contract form G-111;
- Second, any and all addenda to the City's ITB in reverse chronological order;
- Third, the ITB;
- Fourth, the Contractor's response to any addendum requiring a response;
- Fifth, the Contractor's proposal in response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the

ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

8. The Contractor agrees to protect, defend, indemnify, and hold harmless the City and the City's officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, fines, charges, expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of this Agreement. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

9. Deliveries to the City shall be during the City's normal business hours between 7:00 am and 4:00 pm, Monday through Friday.

10. The City's contact person for this contract is Cesar Alze, Chief Operator, at 954-828-7505, or as the City otherwise designates.

11. The Contractor shall maintain in effect insurance policies as required in the ITB, except that the general liability policy shall name the City of Fort Lauderdale as an additional insured.

12. Any and all subcontractors that the Contractor proposes to engage in the performance of this Agreement shall meet the qualifications set forth in the ITB for the Contractor, and shall be subject to the City's approval or disapproval. The Contractor shall ensure that any and all of the Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for any and all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall

protect and defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any and all claims, lawsuits, third party actions, settlements, or judgments, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City, and from and against any claim, lawsuit, third party action, penalty, fine, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

Approved as to form:

[Signature]
Senior Assistant City Attorney

(Corporate Seal)

ATTEST:

[Signature]
Print Name: KRISTINA MORDAUNT
Title:
Secretary

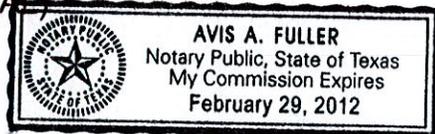
CONTRACTOR

By: [Signature]
Print Name: Charles J. Jackson
Title: President
(If not president, please attach proof of authorization.)

STATE OF Texas
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 17th day of March, 2010, by Jerry Jackson as (title): president for Shrieve Chemical Company, a Texas corporation authorized to transact business in the State of Florida.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary Public - State of Texas)

Avis A. Fuller
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Copy

CITY OF DEERFIELD BEACH INVITATION TO BID
SULFURIC ACID (BID #2008-09/26)
PART 1 - BID PRICE SHEET

CONTRACT
COPY

Item: Sulfuric Acid, 93%, bulk

Estimated Annual Quantity:

City of Deerfield Beach	900 tons
Cooper City	1,750 tons
City of Hallandale	463 tons
City of Pompano Beach	900 tons
City of Ft. Lauderdale	2,230 tons

kcheney@shrieve.com

Total Estimated Annual Quantity	Description	Unit Price	Total
6,250 tons	Sulfuric Acid, technical Grade, as specified herein	\$ 89.45 /ton	\$ 559,062.50

Product offered: Sulfuric Acid

Manufacturer: Mosaic

Percentage H2SO4: 93.90

Minimum percentage of sulfuric acid 93.19 % Average percentage of sulfuric acid 93.50 %

Specific gravity at 60 degrees Fahrenheit: 1.8381 Product weight (pounds per gallon): 15.303

Iron as Fe (ppm): less than 25 ppm

Bidders should submit with their bid proposal certified laboratory tests to substantiate minimum and average figures, along with a typical analysis of the sulfuric acid product offered listing all impurities. Technical product literature, applicable MSDS, and proof that the product has been approved by applicable Federal agencies for use in drinking water, should also be submitted with the bid. see Attachments # 2, # 3, & # 4

Minimum order: 24 / tons Delivery time after receipt of order 1 calendar days

State telephone number for placement of orders: 281-367-4226

State telephone number for emergency contact after regular hours: 800-367-4226

Signature: [Signature]

Print Name: Ted Threadgill Title: Business Manager - Sulfuric Acid

Company Name: Shrieve Chemical Company

Alternate Price Index: 18 Green Markets Tampa Contracts Sulfur Posting (last three years see Attachment # 1)

ATTACHMENT A

Questionnaire/References

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: City of Boynton Beach
Address: : East Utility Admin, 5469 W Boynton Beach
Contact Name: Janet Allen 561-742-6322 - purchasing manager
Jerry 561-742-6950
Telephone _____ email: _____

Company Name: City of Hollywood
Address: : PO Box 229045 Finance Dept., Hollywood FL 33022
Contact Name: Ralph Dierks - Purchasing Manager 954-921-3323
Telephone Jim Monroe 954-967-4230 email: _____

Company Name: Indian River - Vero Beach
Address: : _____
Contact Name: Jerry Davis - Purchasing Manager
Telephone 772-226-1418 email: _____

2. Number of years experience the Proposer has had in providing similar services: 30 Years
3. Have you ever failed to complete work awarded to you? If so, where and why?

NO

4. List appropriate licenses as issued by Broward County.

N/A

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

ETHICS CODE: I have received a copy of the City of Deerfield Beach Ethics Code (Ordinance No. 2009/06). In compliance with Section (5) of the Code entitled: *Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City*, I hereby disclose the following:

- All campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions to all officers, directors, shareholders of a corporation if a corporation, or partners, if a partnership or members, whether general or limited, if a limited liability company.
- Any conflicts of a City Commissioner or City Manager under the Ethics Code on this matter:

- Any action by a City Commissioner or City Manager related to this matter, which is a violation of the Ethics Code, and any actions to rectify the violation.

ATTACHMENT B

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF DEERFIELD BEACH, FLORIDA
by: Ted Threadgill Business Manager - Sulfuric Acid
(print individual's name and title)
for: Shriever Chemical Company
(print name of entity submitting sworn statement)
whose business address is: 1755 Woodstead Court, The Woodlands, TX 77380
and (if applicable) its Federal Employer Identification Number (FEIN) is: 74-1994881
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been ~~convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.~~

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]
Signature

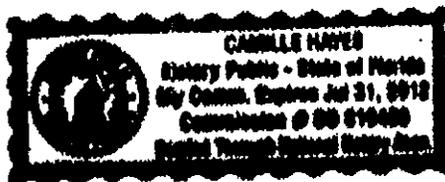
Sworn to and subscribed before me this 27th day of April, 2009.

Personally known
OR
Produced identification FLDL

Notary Public -- State of Florida

My commission expires: 7/31/2012

Type of identification Camille Hayes
Printed, typed or stamped commissioned name of notary public



ATTACHMENT C

BUSINESS ENTITY AFFIDAVIT (VENDOR / BIDDER DISCLOSURE)

I, Ted Threadgill, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Deerfield Beach ("City") are (Post Office addresses are not acceptable), as follows:

74-1994881

Federal Employer Identification Number (If none, Social Security Number)

Shrieve Chemical Company

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

1755 Woodstead Court, The Woodlands, TX 77380

Street Address

Suite

City

State

Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
45 % James W Shrieve	Shrieve Chemical Company 1755 Woodstead Court The Woodlands TX 77380	}
12 % James Bradley Shrieve		
12 % Jacil B Weaverling	"	"
10 % Ted Threadgill	"	"
10 % Phillip Beckler	"	"
5.5 % Craig Uterson	"	"
5.5 % Charles J Jackson	"	"

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

Ted Threadgill

Signature of Affiant

April 27, 2009

Date

Ted Threadgill

Print Name

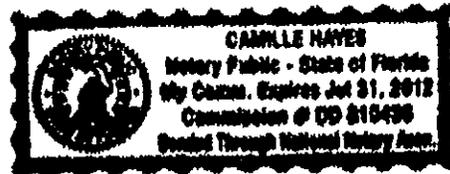
Sworn to and subscribed before me this 27th day of April, 2009.

Personally known ✓
OR
Produced Identification FLDL

Notary Public - State of Florida

My commission expires: 7/31/2012

Carille Hayes
Type of Identification



**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See specific instructions on page 2.

Name Ted Threadgill	
Business name, if different from above Shrieve Chemical Company	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
Address (number, street, and apt. or suite no.) 1755 Woodstead Court	Requestor's name and address (optional)
City, state, and ZIP code The Woodlands, TX 77380	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN), if you do not have a number, see How to get a TIN on page 8.
 Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 94-1191914-011

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Ted Threadgill</i>	Date ▶ 04-27-09
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-9 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



CONTRACT
COPY

**BID #2008-09/26
SULFURIC ACID – BULK
(ADDENDUM #1)**

May 5, 2009

The following information is being submitted regarding the Invitation to Bid #2008-09/26 -- Sulfuric Acid.

Addendum #1 is composed of the following information. Please make a note of this important information.

Consideration, at the discretion of the City of Deerfield Beach, may be allowed for price index other than the PPI.

Section 2.3 has been revised as follows:

2.3 **ADJUSTMENTS:** The price for all items as quoted herein shall remain firm for the first six (6) months of the contract. The contract price may be then be adjusted up or down semi-annually based on the Producer Price Index (PPI) for *Chemicals and Allied Products, Industrial Chemicals, Inorganic Chemicals, Sulfuric Acid, Commodity Code 06130232*. The data to be used will come from the PPI Detailed Report, Table 6 – Commodity Groupings of Individual Items (not seasonally adjusted) as published by the United States Bureau of Labor Statistics and available online at http://www.bls.gov/ppi/ppi_dr.htm. Price adjustments will be considered, using an alternate index. In either case, the contractor will be required to provide a copy of the last three years of indexes with their bids and provide a copy of the index every quarter.

see
Attachment
#1

2.3.1 The City will obtain the data and make any calculations, with notice to the Contractor. Price adjustments can and will be made downwards as well as upwards. For the first adjustment, the beginning "reference month" will be the month in which the contract began. The ending "reference month" will be the "reference month" six (6) months later, recognizing that the newest data is usually not available until approximately three (3) weeks after the end of the designated month. At the time of any future adjustments, the beginning "reference month" will be the ending "reference month" from the previous adjustment.

Example: If the contract began in April 2009 that would be the beginning reference month. Six months later would be July 2009. The data for July would be available approximately the third week of August. The price adjustment would be made in August. Six months from July would be January 2010. The data for January would be available approximately the third week of February. And so on.

Page 2

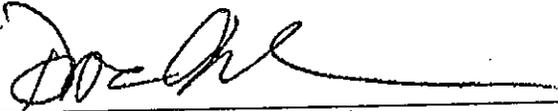
I have included revised Part 1 - Bid Price Sheets. Should you intend to use an index other than the PPI please use these sheets.

All other information remains the same. The opening date of 2:30 p.m., Friday May 8, 2009 will be unchanged. All bids must be received at the Office of the City Manager, 150 NE 2nd Avenue, Deerfield Beach, FL 33441

A signed copy of the addendum should be included in your submission of the Proposal. Should you have any questions, please contact me at (954) 480-4381. Please accept my apology for any inconvenience this may have caused.

COMPANY NAME: Shrieve Chemical SIGNATURE: 
CITY: The Woodlands STATE TX ZIP CODE: 77380

Sincerely,



Donna Council
Purchasing Agent

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2009

PRODUCER
 Aon Private Risk Management - Houston
 1330 Post Oak Blvd, Suite 900
 Houston TX 77056
 (832) 476-6665 (312) 381-0702

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Shrieva Chemical Company, Inc.
 1755 Woodstead Court
 Woodlands TX 77380

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: Indian Harbor Insurance Compan	36940
INSURER C: Texas Mutual Insurance Company	22945
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GEC000502109	11/14/2008	11/14/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ARC000502209	11/14/2008	11/14/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UBC000502409	11/14/2008	11/14/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	T8P0001163631	11/16/2008	11/16/2009	<input checked="" type="checkbox"/> WORKERS COMPENSATION STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

CERTIFICATE HOLDER

Southeast Florida Governmental Cooperative
 Purchasing Group
 City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach FL 33441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Private Risk Management Insurance Agency, Inc.*

SHRIEVE CHEMICAL COMPANY

Attachments

1 Weekly Green Markets Tampa Contract Sulfur Posting (1996- Current)

2 Certified Average Production Specifications Sulfuric Acid 93.00%

3 Certificate of Analysis

4 MSDS

**WEEKLY GREEN MARKET SULFUR POSTING
CHANGES ONLY
1996 - Current**

	DATE	Recovered Tampa (c)
2006	29-May	66.50-69.50
	31-Jul	63.50-66.50
	9-Oct	58.50-61.50
2007	5-Feb	54.00-57.00
	7-May	59.50-62.50
	6-Aug	82.50-85.50
	5-Nov	110.50-113.50
2008	21-Jan	250.50-253.50
	21-Apr	450.50-453.50
	4-Aug	615.50-618.50
	3-Nov	150.00
2009	2-Feb	0.00

5/1/2009



8813 HIGHWAY 41 SOUTH
RIVERVIEW, FLORIDA 33569

93.0 – 98.5 % SULFURIC ACID

TYPICAL AVERAGE PRODUCTION SPECIFICATIONS

Sulfuric Acid (H ₂ SO ₄)	93.0 – 98.5%
Iron (Fe)	< 20 ppm
Reducing Substances as SO ₂	< 20 ppm
Nitrates as NO ₃	< 10 ppm
Chlorides as Cl	< 5 ppm
Ammonium as NH ₄ ⁺	< 1 ppm
Heavy Metals as Pb	< 1 ppm
Aluminum (Al)	< 0.5 ppm
Antimony (Sb)	< 0.5 ppm
Arsenic (As)	< 1.0 ppm
Cadmium (Cd)	< 0.5 ppm
Chromium (Cr)	< 1 ppm
Copper (Cu)	< 0.5 ppm
Lead (Pb)	< 1 ppm
Manganese (Mn)	< 0.5 ppm
Mercury (Hg)	< 20 ppb
Nickel (Ni)	< 0.5 ppm
Platinum (Pt)	< 0.5 ppm
Potassium (K)	< 1 ppm
Selenium (Se)	< 0.5 ppm
Zinc (Zn)	< 0.5 ppm
Fixed Residue	110 ppm
Organic Matter	< 10 ppm
Color	30
Turbidity (NTU)	< 1



Certified to ANSI/NF-80	Max. Use: 50 mg/L
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8813 Hwy 41 South
 Riverview, FL
 Telephone: (813) 677-9111 - TELX52666
 Fax: (813) 671-6283 ACCOUNTING

This product was produced at the Production Plant - Riverview facility

Deliveries: 1000425283

Material: Our / Your reference
 200005 Sulfuric Acid /

Quality Certificate

Date
 01/06/2009
 Purchase order item/date
 4500075472 / 01/05/2009
 Delivery item/date
 1000425283 000070 / 01/05/2009
 Order item/date
 1141929 000070 / 01/05/2009
 Customer number
 5009710

Inspection lot 100000026513 from 01/05/2009

Characteristic	Result	Unit
Chemical Analysis		
Sulfuric Acid	93.30	%
Iron as Fe	14.00	ppm
Physical Analysis		
Clarity	93.0	%



Certified to
 ANSUSF 60 Max. Use:
 8 mg/L

Kwasi Sakyl-Amfo
 QC Lab Supervisor - Riverview

Attachment #3



SECTION I		PRODUCT AND COMPANY INFORMATION																						
TRADE NAME:	Sulfuric Acid, Concentrated (98% & 93%) H ₂ SO ₄																							
CHEMICAL NAME:	Sulfuric Acid																							
CAS NUMBER:	7664-93-9																							
CHEMICAL FAMILY:	Inorganic Acids																							
SYNONYMS:	Oil of Vitriol, Battery Acid, Sulphuric acid																							
PRIMARY USE:	Used in manufacture of crop nutrients																							
COMPANY INFORMATION:	MOSAIC 8813 U.S. Highway 41 South Riverview, Florida 33569 www.mosaicco.com 306-345-8400, 8 AM to 5 PM Central Time US.																							
EMERGENCY TELEPHONE:	CHEMTREC 1-800-424-9300																							
SECTION II		HAZARD IDENTIFICATION																						
EMERGENCY OVERVIEW:	Health Hazards:	Corrosive. May cause severe burns. Harmful if swallowed. Keep container tightly closed. Use ventilation adequate to keep exposures below recommended limits. Do not breathe mist. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Wash thoroughly after handling. Wear appropriate personal protective equipment.																						
	Physical Hazards:	Highly reactive and capable of igniting finely divided combustible materials on contact. Reacts violently with water and organic materials with evolution of heat. Avoid contact with water.																						
	Physical Form:	Viscous liquid																						
	Appearance:	Colorless to brown, oily liquid																						
	Odor:	Possible sulfur odor																						
	Toxicity:	Toxic																						
	<table border="1"> <thead> <tr> <th colspan="2">NFPA HAZARD CLASS</th> <th colspan="2">HMIS HAZARD CLASS</th> </tr> </thead> <tbody> <tr> <td>Health:</td> <td>3</td> <td>Health:</td> <td>3</td> </tr> <tr> <td>Flammability:</td> <td>0</td> <td>Flammability:</td> <td>0</td> </tr> <tr> <td>Instability:</td> <td>2</td> <td>Physical Hazard:</td> <td>3</td> </tr> <tr> <td>Special Hazard:</td> <td>Water Reactive</td> <td>PPE:</td> <td>Section 8</td> </tr> </tbody> </table>		NFPA HAZARD CLASS		HMIS HAZARD CLASS		Health:	3	Health:	3	Flammability:	0	Flammability:	0	Instability:	2	Physical Hazard:	3	Special Hazard:	Water Reactive	PPE:	Section 8		
	NFPA HAZARD CLASS		HMIS HAZARD CLASS																					
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Special Hazard:	Water Reactive	PPE:	Section 8																					
POTENTIAL HEALTH EFFECTS:	Eye:	Corrosive, contact may cause severe irritation, eye burns, and permanent eye damage.																						
	Skin:	Corrosive. Contact may cause severe irritation, skin burns, and permanent skin damage. Inadequate information regarding skin absorption, however, corrosivity of material suggests significant skin absorption will occur																						

Status: New
 Section(s) Revised: N/A

Issue Date: May 5, 2006
 MSDS #: MOS 76640506.1

Attachment # 4



	Inhalation (Breathing):	Corrosive and toxic. May be harmful or fatal if inhaled. May cause severe irritation and burns of the nose, throat, and respiratory tract. Excessive irritation of the lungs may cause acute pneumonitis and pulmonary edema, which could be fatal. Chemical pneumonitis and pulmonary edema may result from exposure to the lower respiratory tract and deep lung
	Ingestion (Swallowing)	Corrosive and toxic. Harmful if swallowed. Ingestion may cause severe irritation and burns to the gastrointestinal tract
	Signs and Symptoms:	Effects of overexposure may include severe irritation and burns of the nose and throat and digestive tract, coughing, nausea, vomiting, abdominal pain, chest pain, pneumonitis (inflammation of the lungs)
	Cancer:	The International Agency for Research on Cancer ("IARC") Monographs on the Evaluation of Carcinogen risk to Humans at 108 (Vol. 54, 1992) lists strong inorganic acid mists containing sulfuric acid as a suspected carcinogen. The National Toxicology Program ("NTP") lists strong inorganic acid mists containing sulfuric acid as a known carcinogen in the 9th Report on Carcinogens (9th RoC, May 15, 2000). This applies to inorganic acid mists containing sulfuric acid and does not apply to sulfuric acid or sulfuric acid solutions
	Target Organs:	Skin, mucous membranes, gastrointestinal tract, lungs, eyes, teeth
	Developmental:	Inadequate data available
	Other Comments:	None
	Pre-Existing Medical Conditions:	Conditions aggravated by exposure may include skin and respiratory (asthma-like) disorders.
POTENTIAL ENVIRONMENTAL EFFECTS:	Sulfuric acid is toxic to aquatic life at moderate concentrations	
SECTION III	COMPOSITION INFORMATION ON INGREDIENTS	
FORMULA:	H ₂ SO ₄	
COMPOSITION:	Sulfuric Acid	93.0 - 98.0%
	Water (H ₂ O)	2.0 - 7.0%
SECTION IV	FIRST AID MEASURES	
FIRST AID PROCEDURES:	Eyes:	Immediately flush with plenty of water for at least 15 minutes. Get medical attention immediately

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	Skin:	Immediately flush with plenty of water. Remove contaminated clothing. Discard contaminated clothing properly. If skin surface is damaged, apply a clean dressing and seek immediate medical attention. If skin surface is not damaged, cleanse the affected area(s) thoroughly by washing with mild soap and water. If irritation or redness develops, seek immediate medical attention
	Inhaled:	Prompt medical attention is mandatory in all cases of over exposure. Rescue personnel should be equipped with positive pressure self-contained breathing apparatus. Conscious persons should be assisted to an uncontaminated area and inhale fresh air. Unconscious persons should be moved to an uncontaminated area, and given assisted (artificial) respiration. If breathing is difficult and medical oxygen and appropriately trained personnel are available, administer 100% oxygen to affected person. Keep victim warm and quiet. Monitor breathing and pulse continuously. Assure that mucous or vomited material does not obstruct the airway by positional drainage. Delayed pulmonary edema may occur. Keep patient under medical observation for at least 24 hours.
	Ingestion:	If exposed person is conscious, immediately give milk or water (4-8 ounces) to dilute. Do not induce vomiting. If exposed person loses consciousness, assure airway is open and there is adequate oxygenation. Seek medical attention immediately
NOTE TO PHYSICIAN:	This material is corrosive and may cause acid burns, including gastroesophageal perforation. Late complications of severe acid burns include pulmonary edema, esophageal, gastric or pyloric strictures and stenosis. Following exposure to high concentrations of sulfuric acid, keep patient under medical observation for at least 24 hours.	
SECTION V	FIRE FIGHTING MEASURES	
Flammable Properties:	Flash Point:	Not applicable
	OSHA Flammability Class:	Not applicable
	LEL/UEL:	Not applicable
	Auto-Ignition Temperature:	Not applicable
Extinguishing Media:	Water spray may be used to keep fire-exposed containers cool. Use care because water applied directly to acid results in the evolution of heat and causes splattering.	
	Small fires: Water spray, dry chemical or CO ₂ .	
	Large fires: Water spray, dry chemical or CO ₂ .	



Protection of Firefighters:	<p>Sulfuric acid is a strong oxidant and in contact with some organic materials may cause fires and explosions. Sulfuric acid will react with water or steam, and may generate hydrogen gas when in contact with some metals.</p>
SECTION VI	ACCIDENTAL RELEASE MEASURES
RESPONSE TECHNIQUES:	<ul style="list-style-type: none"> • Evacuate all personnel from affected area. <u>Note:</u> sulfuric acid is extremely slippery. • Keep combustibles (wood, paper, oil) away from spilled material. • Do not add water to spilled material. • Notify persons downwind of spill / release. Keep area isolated until gas has dispersed. • For a small spill, isolate immediate hazard area for at least 200 feet (60 m) in all directions and keep unauthorized personnel out. • For a large spill, isolate immediate hazard area for at least 1,000 feet (330m) in all directions and keep unauthorized personnel out. Protect persons downwind for 1.5 mile (2.5 km) during daytime; 4 miles (6.5 km) night. • Stay upwind and away from spill / release. • Avoid skin contact and do not inhale gas or mist. • Stop spill/release if it can be done with minimal risk. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). • Collect as much of the spilled material as possible in acid-resistant containers for possible reuse or proper disposal. Absorb the remaining material with sand, vermiculite, or other absorbent material, or neutralize with soda ash, sodium bicarbonate, limestone, or lime, until acidity is neutralized. • For a release or spill of sulfuric acid into water, neutralize with agricultural lime (slaked lime), crushed limestone, or sodium bicarbonate. Use mechanical dredges or lifts to remove immobilized masses of pollutants and precipitates. • Prevent spilled material from entering sewers, storm drains, other unauthorized confined treatment drainage systems. Dike far ahead of spill for later recovery or disposal.
	<ul style="list-style-type: none"> • Notify appropriate federal, state, and local agencies as may be required (see Section XV).
SECTION VII	HANDLING AND STORAGE
HANDLING:	<p>Do not enter confined spaces such as tanks or pits without following proper entry procedures such as OSHA 29CFR1910.146 or ANSI Z117.1 (for confined space). The use of appropriate respiratory protection is required when concentrations exceed any established exposure limits (see Section 8). Wash thoroughly after handling. Do not wear contaminated clothing or shoes. Separate from carbides, chlorates, fulminates, nitrates, picrates, powdered metals and combustible materials. Keep away from strong oxidizing agents including oxygen and chlorine. This product has a great affinity for water, extracting it from the air and also from many organic substances; hence it will char wood, etc. When diluting, the acid should be added to the water.</p>



STORAGE:	Store in suitable containers in cool, dry, well-ventilated areas. Materials in storage should be segregated by the hazards they pose. Use "first in –first out" inventory system to prevent full containers being stored for excessive periods of time. Keep container(s) tightly closed. Keep away from any incompatible material. Protect container(s) against physical damage and exposure to water. Sulfuric acid is highly corrosive to most metals, especially when dilute. To prevent ignition of hydrogen gas generated in metal containers (from metal contact), smoking, open flames, and sparks must not be permitted in storage areas. As a precaution, post signs in storage area that say, "No Smoking or Open Flames."	
SECTION VIII	EXPOSURE CONTROLS / PERSONAL PROTECTION	
ENGINEERING CONTROLS:	Eye wash and shower stations should be available in areas where acid is being handled. Use process enclosure, general ventilation, or local exhaust systems, where necessary, to maintain airborne concentrations below the exposure limits.	
PERSONAL PROTECTIVE EQUIPMENT (PPE):	Eye/Face:	Wear splash goggles while handling sealed cylinders. Wear a facemask that provides both splash and impact protection for face and eyes when using respiratory protection described above.
	Skin:	Follow NIOSH recommendations for appropriate gloves that prevent skin contact to sulfuric acid. Depending on conditions of use, an apron and/or arm covers may be necessary.
	Respiratory:	NIOSH recommends that a full-face air-purifying respirator with a high efficiency particulate (HEPA) filter be used under conditions where airborne concentrations are expected to exceed exposure limits (see exposure guidelines below). Use a positive pressure air-supplied respirator and SCBA if there is potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.
	Other:	A respiratory protection program that meets OSHA's 29 CFR 1910.134 and ANSI Z88.2 requirements must be followed whenever workplace conditions warrant a respirator's use. A source of clean water should be available in the work area for flushing eyes and skin. Appropriate chemical protective clothing should be worn as needed.
GENERAL HYGIENE CONSIDERATIONS:	Wash thoroughly after handling. Maintain proper hygiene practices when handling this product.	
EXPOSURE GUIDELINES:	OSHA Permissible Exposure Limits (PEL):	1 mg/m ³
	ACGIH Threshold Limit Value (TLV):	1 mg/m ³

Status: New
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SECTION IX	PHYSICAL AND CHEMICAL PROPERTIES
Note: Unless otherwise stated, values in this section are determined at 20°C (68°F) and 760 mm Hg (1 atm).	
Flash Point:	Not applicable
Flammability/ Explosive Limits (%):	Not applicable
Auto-Ignition Temperature:	Not applicable
Appearance:	Dense, oily liquid; colorless to amber depending on purity
Physical State:	Oily liquid
Odor:	Possible sulfur odor
Molecular Weight of Pure Material:	98.08
pH:	0 – 2.1 (4.9 – 0.05% solution concentrations)
Vapor Pressure (mm Hg):	0.001 mmHg
Vapor Density (air=1):	3.4; heavier than air
Boiling Point:	621-635°F / 327-335 °C for a 98% solution
Freezing/Melting Point:	Freezing/Melting: 50°F / 10°C for a 100% solution
Solubility in Water:	Complete
Specific Gravity:	1.84 for a 100% solution
Volatility:	Low volatility
Bulk Density:	15.3 lbs./gal (@60°F)
SECTION X	STABILITY AND REACTIVITY
Chemical Stability:	Stable under proper conditions of storage and handling. Corrosive to metal. Can react with common metals, generating hydrogen gas. Water reactive. Contact with water can generate heat.
Conditions to Avoid:	Very powerful acidic oxidizer, which can ignite or explode in contact with many materials. Water reactive material, generating heat upon contact. Heat will increase overall reactivity and ignition may occur if the mixture is not cooled.
Incompatible Materials:	Highly reactive and capable of igniting finely divided (powder) combustible materials on contact. Extremely hazardous in contact with many materials, particularly carbides, chlorates, fulminates, nitrates, picrates, powdered metals and other combustible materials. Contact with hypochlorites, sulfides, or cyanides will produce toxic gases. Reacts violently with water, alkaline materials or organic materials, with evolution of heat. Corrosive to metal. Attacks many metals, releasing hydrogen gas.
Hazardous Decomposition Products:	Toxic fumes of sulfur. Will react with water or steam to produce toxic and corrosive fumes
Corrosiveness:	Corrosive to metal. Reacts with many metals releasing hydrogen gas.
Hazardous Polymerization:	Will not occur.

Status: New
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