

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 2nd day of April, 2015, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and **Tanner Industries, Inc.** (hereinafter called **CONTRACTOR**).

WITNESSETH:

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

1. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS

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Addenda numbers 0 to 0 inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. *The term of this contract shall commence on the date indicated on the Notice to Proceed.*

5. *This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.*

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City: **City of Delray Beach, FL**
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR: **Tanner Industries, Inc.**
735 Davisville Road, 3rd Floor
Southampton, PA 18966

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone

directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.

13. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

14. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

Charles D. Nubne
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By:

Cary D. Glickstein, Mayor

Approved as to form:

[Signature]
City Attorney

WITNESS:

David C. Richardson-Sweet

CONTRACTOR:

BY:

[Signature]

DAVID C. RICHARDSON-SWEET
(Print or type name and title)

Bred Tanner - President
(Print or type name and title)

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF Pennsylvania

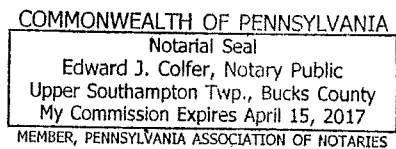
COUNTY of Bucks

The foregoing instrument was acknowledged before me this 17th day of MARCH, 2015, by Edward J. Colfer, Notary (name of officer or agent, title of officer or agent), of TANNER INDUSTRIES, INC OF PA (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her DRIVERS LICENSE (type of identification) as identification.

By [Signature]
Signature of Person Taking
Acknowledgment

DAVID L PASQUAROLA
Name of Acknowledger Typed,
Printed or Stamped



CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)
_____)


I HEREBY CERTIFY that a meeting of the Board of Directors of TANNER
INDUSTRIES, INC., a corporation under the laws of the State of

PENNSYLVANIA held on MARCH 16, 2015, the following resolution was
duly passed and adopted:

"RESOLVED", that STEPHEN B. TANNER, as CEO AND
President of the corporation, he/she is hereby authorized to execute the Agreement
dated MARCH 17, 2015, between the City of Delray Beach, Florida and this
corporation, and that his execution thereof, attested by the Secretary of the Corporation and
with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this 17TH day of MARCH, 2015.



(Secretary)

(Seal)

CITY OF DELRAY BEACH

TERMS AND CONDITIONS

BID No. 2014-09 ANHYDROUS AMMONIA ANNUAL CONTRACT

- A. **PURPOSE:** The purpose and intent of this "Invitation to Bid" is to seek competitive bids for furnish and delivery of the chemical Anhydrous Ammonia (NH₃) (Metallurgical or Premium Grade (99.995% pure) to be use by the City's Water Treatment System.

Service and good quality are of primary concern. Bidders with low standards for either service or quality will be judged to be non-responsible and their bids non-responsive. No bid will be accepted if it offers lower standards of material and/or quality than is described herein.

- B. **COMPETENCY OF BIDDERS:** Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services described in this Bid and who can provide evidence of financial support, and that they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

- C. **NOTICE OF AWARD:** It is and shall be understood and agreed that a Contract shall not be deemed to be awarded and validly entered into between the successful bidder(s) and the City until written notice has been given to the awarded vendor(s) by the City through its authorized agent, and purchase order shall be issued to the Bidder(s) covering same. An award shall be made on the basis of lowest total bid per item to the responsible bidder(s) meeting specifications. Tie bids shall be decided by individual participating entities.

- D. **CONTRACT TERM:** Term of Contract shall be three (3) year commencing on/or about notification of award and expiring one year thereafter. The City reserves the right to renew the contract for an additional one (1) consecutive term of one (1) year period per paragraph #22 of the General Conditions.

- E. **FIRM PRICE:** The City requires a firm fixed price on the unit prices as bid for the contract period.

NOTE: YOUR UNIT COST AND UNIT OF MEASURE SHOULD REFLECT THE SAME AS THOSE SPECIFIED IN THE SCHEDULE OF PRICING.

- F. **DEFAULT OF CONTRACT:** The City may, by written notice to the successful Bidder(s), terminate their contracts if the Bidder has been found to have failed to perform his service in a manner satisfactory to the City as per specifications as stated herein, or fails to meet the City's performance standards. The City shall be sole judge of non-performance.

- G. **QUANTITIES:** Quantities stated are for Bidder(s) guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs and estimated usage for the twelve (12) month period. Said estimated quantities may be used for the purpose of evaluating the low bidder meeting specifications by the entities.

- H. **ESCALATION CLAUSE:** The City of Delray Beach acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

- (a) Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes.
- (b) Receipt of proper notification to Purchasing, in writing, of all items affected by price increases/decreases.

SCHEDULE OF PRICING

BID No. 2015-09

ANHYDROUS AMMONIA ANNUAL CONTRACT

◆ **BID FORM**

All Bidders shall submit pricing in the format requested

ANHYDROUS AMMONIA BULK: \$.79 per lb. X 65,000 lbs. = \$ 51,350.00

- A. Anhydrous Ammonia annual estimated usage: 65,000 Pounds
- B. Quantities shown are for estimating purposes only, not a guarantee of actual usage, ordered on an "as needed" basis.
- C. Per pound pricing should be all inclusive, delivery, freight, etc.
- D. Metallurgical or Premium Grade (99.995% pure) Anhydrous Ammonia
- E. NSF Certified
- F. Certificate of Analysis provided with deliveries
- G. Delivery hours: 7:00 A.M. to 4:00 P.M., Monday thru Friday (except legal holidays)
- H. City Contact: John Bullard, Water Treatment Manager
- I. Delivery Address: 201 SW 7th Street, Delray Beach, FL 33444
- J. Invoice Terms: Thirty (30) days from day of delivery and acceptance
- K. All prices are to remain firm.
- L. Awarded contractor shall be responsible for transferring the product from transport vehicle to the City of Delray Beach storage vessel.
- M. Bidder shall specify minimum shipping amount if any: **2,000 pounds**

NOTE: The Water Treatment Plant has a 1,000 gallon tank. Therefore, the ammonia delivered maybe LESS THAN TRUCK LOAD QUANTITIES.

- 1. Does bidder certify the tank acceptable for delivery and storage of anhydrous ammonia?
☒ YES ☐ NO
- 2. Certification attached:
☒ YES ☐ NO
- 3. Rehabilitation Cost to meet tank service certification: Lump Sum \$ _____

Comments/Exceptions: _____

JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:

Will extend the same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies. ☒ YES ☐ NO

VENDOR NAME: TANNER INDUSTRIES, INC.

PROFESSIONAL REFERENCES

BID No. 2014-09

ANHYDROUS AMMONIA ANNUAL CONTRACT

*Please complete this page or attach your reference page to this sheet.

Agency/Company	US SUGAR
Address	CLEWISTON MILK WAREHOUSE, SOUTH W. C. OWEN AVE
City, State, Zip	CLEWISTON, FL 33440
Contact Person	MARK EZELL
Telephone	863-902-3111
Date(s) of Service	MULTIPLE - DELIVER BULK ANHYDROUS AMMONIA
Type of Service	DELIVER BULK ANHYDROUS AMMONIA
Comments:	E-MAIL ADDRESS: MEZELL@USSUGAR.COM

Agency/Company	CITY OF TITUSVILLE - WATER PRODUCTION
Address	2836 GARDEN STREET
City, State, Zip	TITUSVILLE, FL 32796
Contact Person	RICHARD A. CRUM
Telephone	321-383-5658
Date(s) of Service	MULTIPLE - DELIVER BULK ANHYDROUS AMMONIA
Type of Service	DELIVER BULK ANHYDROUS AMMONIA
Comments:	E-MAIL ADDRESS: RICHARD.CRUM@TITUSVILLE.COM

Agency/Company	CITY OF HOLLY HILL
Address	453 LPGA BLVD
City, State, Zip	HOLLY HILL, FL 32117
Contact Person	BOB KASPARACK
Telephone	386-298-9463
Date(s) of Service	MULTIPLE - DELIVER BULK ANHYDROUS AMMONIA
Type of Service	DELIVER BULK ANHYDROUS AMMONIA
Comments:	E-MAIL ADDRESS: BKASPARACK@HOLLYHILL-FL.ORG

VENDOR NAME: _____

CITY OF DELRAY BID SIGNATURE FORM

**BID No. 2014-09
ANHYDROUS AMMONIA**

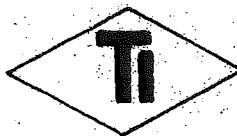
PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

NAME OF BIDDER ➤ Name as registered with their State of origin	TANNER INDUSTRIES, INC.
BUSINESS STREET ADDRESS ➤ P.O. Box address not permitted	735 DAVISVILLE ROAD
CITY, STATE, ZIP CODE	SOUTHAMPTON, PA 18966
MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as Business address above.	

BUSINESS MAILING ADDRESS	
CITY, STATE, ZIP CODE	
AUTHORIZED SIGNATURE (Written)	David L. Pasquale
PRINT NAME	DAVID L. PASQUALE
TITLE (of person signing form)	SALES SUPERVISOR
DATE	11/13/14
TELEPHONE NUMBER	215-322-1238
FAX NUMBER	215-322-7791
EMAIL ADDRESS	SALES@TANNERIND.COM

VENDOR SERVICE REP FOR ORDER PLACEMENT	NAME	CUSTOMER SERVICE
TELEPHONE / CELL NUMBER		215-322-1238
FAX		215-322-7791
EMAIL ADDRESS		ORDERS@TANNERIND.COM



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade

Ammonia (NH ₃) Assay	99.9965% Minimum
Ammonia (NH ₃) Assay	99.999 % Typical
Water	33 ppm Maximum
Water	<10 ppm Typical
Oil	2 ppm Maximum
Oil	1 ppm Typical

Revision : June 1, 2001
Supercedes : July 1997

NSF International

RECOGNIZES

TANNER INDUSTRIES, INC.
Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification call (800) NSF-MARK or (414) 769-8000.

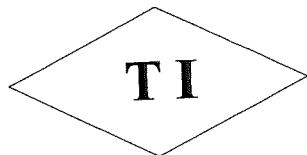
March 11, 2002

Certificate# 01261-01

James R. Paschal, General Manager
Water Distribution Systems

MATERIAL SAFETY DATA SHEET

ANHYDROUS AMMONIA



DISTRIBUTORS:
TANNER INDUSTRIES, INC.

DIVISIONS:

NATIONAL AMMONIA	NORTHEASTERN AMMONIA
HAMLER INDUSTRIES	BOWER AMMONIA & CHEMICAL

735 Davisville Road, Third Floor, Southampton, PA 18966; 215-322-1238

CORPORATE EMERGENCY TELEPHONE NUMBER: 800-643-6226 CHEMTREC: 800-424-9300

DESCRIPTION

CAS REGISTRY NO: 7664-41-7

CHEMICAL NAME: Ammonia, Anhydrous

CHEMICAL FAMILY: Inorganic Nitrogen Compound

SYNONYMS: Ammonia

FORMULA: NH₃

MOL. WT: 17.03 (NH₃)

COMPOSITION: 99+% Ammonia

STATEMENT OF HEALTH HAZARD

HAZARD DESCRIPTION:

Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. Exposure to liquid or rapidly expanding gases may cause severe chemical burns and frostbite to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure.

Not recognized by OSHA as a carcinogen.

Not listed in the National Toxicology Program.

Not listed as a carcinogen by the International Agency for Research on Cancer.

EXPOSURE LIMITS FOR AMMONIA: Vapor

OSHA	50 ppm,	35 mg / m ³ PEL	8 hour TWA
NIOSH	35 ppm,	27 mg / m ³ STEL	15 minutes
	25 ppm,	18 mg / m ³ REL	10 hour TWA
	300 ppm,	IDLH	
ACGIH	25 ppm,	18 mg / m ³ TLV	8 hour TWA
	35 ppm,	27 mg / m ³ STEL	15 minutes

TOXICITY: LD 50 (Oral / Rat)

350 mg / kg

PHYSICAL DATA

BOILING POINT: -28°F at 1 Atm.

PH: N/A

SPECIFIC GRAVITY OF GAS (air = 1): 0.596 at 32°F

SPECIFIC GRAVITY OF LIQUID(water = 1): 0.682 at -28°F
(Compared to water at 39 °F).

PERCENT VOLATILE: 100% at 212°F

APPEARANCE AND ODOR: Colorless liquid or gas with pungent odor.

CRITICAL TEMPERATURE: 271.4 °F

GAS SPECIFIC VOLUME: 20.78 Ft³/Lb at 32°F and 1 Atm.

VAPOR DENSITY: 0.0481 Lb/Ft³ at 32° F

LIQUID DENSITY: 38.00 Lb/Ft³ at 70° F

APPROXIMATE FREEZING POINT: -108°F

WEIGHT (per gallon): 5.15 pounds at 60° F

VAPOR PRESSURE: 114 psig at 70° F

SOLUBILITY IN WATER (per 100 pounds of water): 86.9 pounds at 32°F, 51 pounds at 68°F

SURFACE TENSION: 23.4 Dynes / cm at 52°F

CRITICAL PRESSURE: 111.5 atm

MATERIAL SAFETY DATA SHEET

EMERGENCY TREATMENT

EFFECTS OF OVEREXPOSURE:

Eye: May cause severe irritation, eye burns or permanent eye damage.

Skin: Irritation, corrosive burns, blister formation may result. Contact with liquid may produce a caustic burn and frostbite.

Inhalation: Exposure may result in severe irritation and / or burns of the nose, throat and respiratory tract. It may cause bronchospasm, pulmonary edema or respiratory arrest. ***Extreme exposure may result in death from spasm, inflammation or edema. Brief inhalation exposure to 5,000 ppm may be fatal.***

Ingestion: Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and severe pain of the mouth, throat, esophagus and stomach or may be fatal.

EMERGENCY AID: Remove patient to uncontaminated area.

Eye: Flush with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Seek medical attention.

Skin: Flush with copious amounts of tepid water for a minimum of 20 minutes while removing contaminated clothing, jewelry and shoes. Do not rub or apply ointment on affected area. Clothing may initially freeze to skin. Thaw frozen clothing from skin before removing. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.

Inhalation: Remove to fresh air. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required. In case of severe exposure or if irritation persists or if breathing difficulties arise, get medical attention.

Ingestion: If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. **Do not induce vomiting!** Seek medical attention.

NOTE TO PHYSICIAN: Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

FIRE AND EXPLOSION HAZARD DATA

FLASHPOINT: None.

FLAMMABLE LIMITS IN AIR: LEL/UEL 16% to 25%.(listed as 15% to 28% in the *NIOSH Pocket Guide to Chemical Hazards*.)

EXTINGUISHING MEDIA: Dry Chemical, CO₂, water spray or alcohol-resistant foam if gas flow cannot be stopped.

AUTO IGNITION TEMPERATURE: 1,204°F (If catalyzed). 1,570°F (If un-catalyzed).

SPECIAL FIRE-FIGHTING PROCEDURES:

Must wear protective clothing and a positive pressure SCBA. Stop source if possible. If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer from discharging or the cylinder from rupturing. Fight fires using dry chemical, carbon dioxide, water spray or alcohol-resistant foam. Cool fire-exposed containers with water spray. Stay upwind when containers are threatened. Use water spray to knock down vapor and dilute.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil and other combustible materials are present. Combustion may form toxic nitrogen oxides.

If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.

CHEMICAL REACTIVITY

MATERIAL SAFETY DATA SHEET

STABILITY:

Stable at room temperature. Heating a closed container above room temperature causes vapor pressure to increase rapidly. Anhydrous ammonia will react exothermically with acids and water. Will not polymerize.

CONDITIONS TO AVOID:

Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

HAZARDOUS DECOMPOSITION PRODUCTS:

Anhydrous ammonia decomposes to hydrogen and nitrogen gases above 450°C (842°F). Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces such as porcelain and pumice.

SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN:

Stop source of leak if possible, provided it can be done in a safe manner. Leave the area of a spill by moving laterally and upwind. Isolate the affected area. Non-responders should evacuate the area, or shelter in place. Only properly trained and equipped persons should respond to an ammonia release. Wear eye, hand and respiratory protection and protective clothing; see PROTECTIVE EQUIPMENT. Stay upwind and use water spray downwind of container to absorb the evolved gas. Contain spill and runoff from entering drains, sewers, and water systems by utilizing methods such as diking, containment, and absorption. CAUTION: ADDING WATER DIRECTLY TO LIQUID SPILLS WILL INCREASE VOLATILIZATION OF AMMONIA, THUS INCREASING THE POSSIBILITY OF EXPOSURE.

WASTE DISPOSAL:

Listed as hazardous substance under CWA (40 CFR 116.4, 40 CFR 117.3). Reportable Quantity 100 pounds. Classified as hazardous waste under RCRA (40CFR 261.22 Corrosive #D002). Comply with all regulations. Suitably diluted product may be utilized on agricultural land as fertilizer. Keep spill from entering streams, lakes, or any water systems.

SPECIAL PROTECTION AND PROCEDURES

PROTECTIVE EQUIPMENT:

At a minimum, splash proof, chemical safety goggles, ammonia resistant gloves (such as rubber) and ammonia-impervious clothing should be worn to prevent contact during normal operations, such as loading, unloading and transfers. A face shield and boots can be worn as additional protection. Refer to 29 CFR 1910.132 through 1910.138 for OSHA personal protective equipment requirements.

For a hazardous material release response, Level A or Level B ensemble including positive-pressure SCBA should be used.

EYE PROTECTION: Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling anhydrous ammonia. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

RESPIRATORY PROTECTION:

Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection that consists of a full-face gas mask and canisters approved for ammonia or SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at unknown concentrations or above 300 ppm (IDLH). Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements. Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

VENTILATION:

Maintain adequate ventilation to keep ammonia concentrations below the applicable standards.

MATERIAL SAFETY DATA SHEET

SPECIAL PRECAUTIONS

STORAGE AND HANDLING:

Only trained persons should handle anhydrous ammonia. Store in cool (26.7°C / 80°F) and well-ventilated areas, with containers tightly closed. OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia as a hazardous material. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces.

WORK-PLACE PROTECTIVE EQUIPMENT:

Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

DISPOSAL:

See WASTE DISPOSAL. Classified as RCRA Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

MATERIAL SAFETY DATA SHEET

LABELING AND SHIPPING

HAZARD CLASS: (US Domestic): 2.2 (Non-Flammable Gas) (International): 2.3 (Poison Gas) subsidiary 8 (Corrosive)

PROPER SHIPPING DESCRIPTION:

(US Domestic): UN1005, Ammonia, Anhydrous, 2.2, RQ, Inhalation Hazard

(International): UN1005, Ammonia, Anhydrous, 2.3, (8), RQ, Poison-Inhalation Hazard Zone "D"

PLACARD:

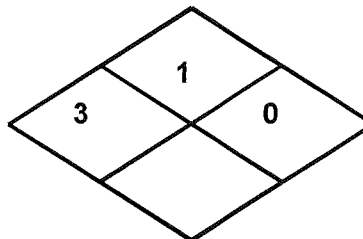
(US Domestic): Non-Flammable Gas

(International): Poison Gas, Corrosive (Subsidiary)

IDENTIFICATION NUMBER:

UN 1005

National Fire Protection Assoc. Hazardous Rating:



Hazardous Materials Identification System Labels:

ANHYDROUS AMMONIA	
HEALTH	3
FLAMMABILITY	1
REACTIVITY	0
PERSONAL PROTECTION	H

OTHER REGULATORY REQUIREMENTS

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 lbs. must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

The material is subject to the reporting requirements of Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372. Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 lbs.

EPA Hazard Categories - Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No.

Clean Air Act – Section 112(r): Material is listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 lbs.

The chemical is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards at storage / process amounts greater than the threshold quantity of 10,000 pounds.

This chemical is subject to 49 CFR 1580, Rail Transportation Security.

DISCLAIMER

The information, data, and recommendations in this material safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. The information, data, and recommendations set forth herein are believed by us to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations.

CITY OF DELRAY STATEMENT OF NO BID

BID No. 2014-09 ANHYDROUS AMMONIA ANNUAL CONTRACT

PLEASE AFFIX SIGNATURE WHERE INDICATED

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email nadal@mydelraybeach.com

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other _____

We, the undersigned have declined to bid on Bid No. 2015-09 due to the following reason(s).
Please indicate below with an "X":

<input type="checkbox"/>	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid
<input type="checkbox"/>	We do not offer this product or an equivalent
<input type="checkbox"/>	Our product schedule would not permit us to perform
<input type="checkbox"/>	Unable to meet specifications
<input type="checkbox"/>	Unable to meet bond requirements
<input type="checkbox"/>	Specifications unclear (explain below)
<input type="checkbox"/>	Other (specify below)

REMARKS / OTHER
