



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 77-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW ITB NO. 2015-293, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY ON AN "AS NEEDED" BASIS, FOR THE 1<sup>ST</sup> RENEWAL PERIOD THROUGH SEPTEMBER 30, 2017 TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the first of two (2) renewal periods of ITB NO. 2015-293 Chemicals for Water Treatment Plant/Water Reclamation Facility for the period October 1, 2016 through September 30, 2017.

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation.	Sodium Hypochlorite	\$68,160.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Florida Chemical Supply Inc.	Hydrofluorosilicic acid	\$8,700.00
4	Cheney Lime & Cement	Pebble Quicklime	\$124,880.00
5	Brenntag Mid South Inc.	Hydrochloric Acid	\$2,337.50
6	Shannon Chemical Corporation	Sodium Hexametphosphate	\$19,646.00
7	Sterling Water Technologies	Anionic Dry Polymer	\$5,569.98
8	Fort Bend Services, Inc.	Cationic Liquid Polymer	\$14,128.40
9	Thatcher Chemical of Florida, Inc	Liquid Ferric Sulfate	\$40,320.00
10	Brenntag Mid South Inc.	Liquid Ferric Chloride	\$28,050.00
	Overall Total		\$325,844.38

Resolution No. 77-2016  
Renew ITB No. 2015-293 for Chemicals: Water Treatment Plant/Water Reclamation Facility

SECTION 2: This resolution shall take effect upon adoption.

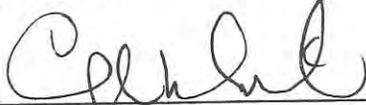
ADOPTED this 12th day of September 2016.

Commissioner MCDONALD offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner GLASS LEIGHTON and upon being put to a roll call vote, the vote was as follows:

**JEFFREY A. KRAUSKOPF, MAYOR**  
**EULA R. CLARKE, VICE MAYOR**  
**TOM CAMPENNI, COMMISSIONER**  
**TROY A. MCDONALD, COMMISSIONER**  
**KELLI GLASS LEIGHTON, COMMISSIONER**

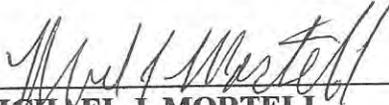
YES	NO	ABSENT
X		
X		
		X
X		
X		

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
JEFFREY A. KRAUSKOPF  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL J. MORTELL  
CITY ATTORNEY





# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Telephone (772) 288-5320  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

Alaina Knofla  
Procurement Specialist  
[aknofla@ci.stuart.fl.us](mailto:aknofla@ci.stuart.fl.us)

July 25, 2016

Via Email Transmission: [sales@cheneylime.com](mailto:sales@cheneylime.com)

Cheney Lime and Cement Company  
Attn: Mr. Alton W. Allen  
P O Box 160 478 Graystone Rd.  
Allgood, AL 35013

Subject: Renewal for ITB #2015-293, Chemicals at Water Treatment/Water Reclamation Facility

Dear Mr. Allen,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Quicklime (pebble lime), for the period beginning October 1, 2016 and ending on September 30, 2017 which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the ITB.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., August 3, 2016**. You may fax your response to (772) 600-1202 or send by email to [aknofla@ci.stuart.fl.us](mailto:aknofla@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla  
Procurement Specialist

CC: ITB 2015-293 File

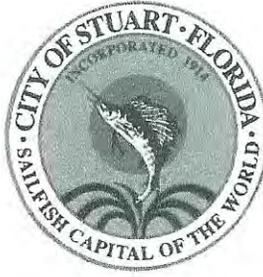
- 
- I hereby agree to the contract renewal as specified of the subject Agreement  
 I am unable to agree to the contract renewal as specified of the subject Agreement

Alton W. Allen  
(Signature)

Alton W. Allen  
Printed Name

8-8-2016  
Date

Sales Representative  
Title



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 82-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB NO. 2015-293, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDERS, ON AN AS NEEDED BASIS, TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida approves the award of ITB No. 2015-293 to the lowest most responsive and responsible bidders for the purchase of chemicals on an as-needed basis to operate the Water Treatment Plant/Water Reclamation Facility. This contract will be awarded for an initial one year period with the option to renew for two additional one year periods. The chemicals and bidders involved are as stated below:

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation.	Sodium Hypochlorite	\$68,160.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Florida Chemical Supply Inc.	Hydrofluorosilicic acid	\$8,700.00
4	Cheney Lime & Cement	Pebble Quicklime	\$124,880.00
5	Brenntag Mid South Inc.	Hydrochloric Acid	\$2,337.50
6	Shannon Chemical Corporation	Sodium Hexametphosphate	\$19,646.00
7	Sterling Water Technologies	Anionic Dry Polymer	\$5,569.98
8	Fort Bend Services, Inc.	Cationic Liquid Polymer	\$14,128.40
9	Thatcher Chemical of Florida, Inc	Liquid Ferric Sulfate	\$40,320.00
10	Brenntag Mid South Inc.	Liquid Ferric Chloride	\$28,050.00
	Overall Total		\$325,844.38

Resolution No. 82-2015  
Award ITB No. 2015-293 for Chemicals: Water Treatment Plant/Water Reclamation  
Facility

SECTION 2: This resolution shall take effect upon adoption.

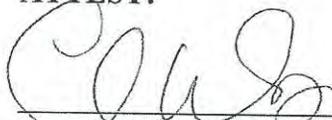
ADOPTED this 14th day of September 2015.

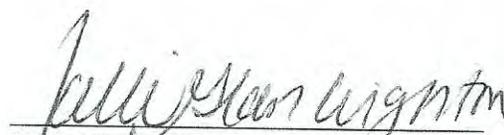
Commissioner MCDONALD offered the foregoing resolution and moved its adoption.  
The motion was seconded by Commissioner CAMPENNI and upon being put to a roll  
call vote, the vote was as follows:

**KELLI GLASS-LEIGHTON, MAYOR**  
**JEFFREY KRAUSKOPF, VICE MAYOR**  
**TOM CAMPENNI, COMMISSIONER**  
**TROY MCDONALD, COMMISSIONER**  
**EULA R. CLARKE, COMMISSIONER**

YES	NO	ABSENT
X		
		X
X		
X		
X		

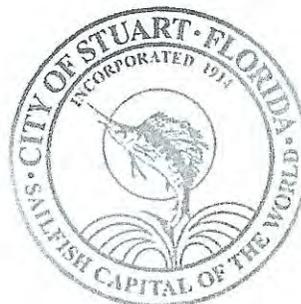
ATTEST:

  
\_\_\_\_\_  
**CHERYL WHITE**  
**CITY CLERK**

  
\_\_\_\_\_  
**KELLI GLASS-LEIGHTON**  
**MAYOR**

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
**MICHAEL J. MORTELL**  
**CITY ATTORNEY**







# CERTIFICATE OF LIABILITY INSURANCE

CHENE-2

OP ID: CJ

DATE (MM/DD/YYYY)  
09/25/2015

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).

<b>PRODUCER</b> <b>Jim Murphree Insurance Agency Inc</b> Post Office Box 1116 Oneonta, AL 35121 Jim Murphree	<b>CONTACT NAME:</b> <b>Jim Murphree</b> <b>PHONE (A/C, No, Ext):</b> <b>205-274-2378</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> <b>205-274-2379</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Cheney Lime And Cement Company</b> P. O. Box 160 Allgood, AL 35013	<b>INSURER A:</b> <b>Travelers Insurance</b>	<b>NAIC #</b> <b>27998</b>
	<b>INSURER B:</b> <b>Allstate Insurance Company</b>	<b>19232</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

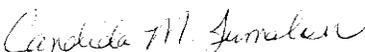
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>X</b>		<b>048211816</b>	<b>01/01/2015</b>	<b>01/01/2016</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	<b>YOUB-3204R73-8-14</b>	<b>01/01/2015</b>	<b>01/01/2016</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Stuart</b> <b>300 SW St Lucie Ave</b> <b>Stuart, FL 34994</b>	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 
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# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement and Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-0134

September 17, 2015

Via: Email transmission, [sales@cheneylime.com](mailto:sales@cheneylime.com)

Cheney Lime and Cement Company  
Attn: Mr. Alton W. Allen, Sales Representative  
P O Box 160  
478 Graystone Road  
Allgood, AL 35013

Subject: Notice of Award  
ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities

Dear Mr. Allen:

The Stuart City Commission awarded ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities, to your firm on Monday, September 14, 2015, in the amount of **\$124,880.00**. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (September 27, 2015) as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order, which will serve as your contract and notice to proceed, upon receipt of required documents. All services shall be coordinated with the City Project Manager, Mike Woodside at 772-288-5343 ext. 5444.

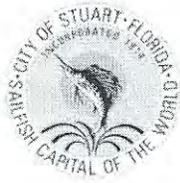
The initial contract period will be for one year, effective October 1, 2015 through September 30, 2016, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) or call me at (772) 288-5320.

Sincerely yours,

Lenora Darden  
Procurement Manager

Cc: Dave Peters, Assistant Public Works Director  
Mike Woodside, Team Leader II  
2015-293 ITB File



City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994  
Department of Financial Services

**COPY**

Lenora Darden  
Procurement Manager

Procurement & Contracting Services Division  
772.288.5320 PHONE

772.600.0134 FAX  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

## INVITATION TO BID

FOR: CHEMICALS: WATER TREATMENT/WATER RECLAMATION FACILITY

DATE: June 22, 2015

DEPT: Public Works

BID NUMBER: **2015-293**

## THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 29<sup>th</sup> day of July, 2015.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name	<u>Alton W. Allen</u>
Company Name	<u>Cheney Lime &amp; Cement Company</u>
Street Address	<u>PO Box 160, 478 Graystone Road</u>
City, State, Zip	<u>Allgood, AL 35013</u>

Total Amount of Bid      \$ 124,880.00    (560 tons x \$223.00/ton)

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than ten (10) days prior to the bid opening date.

**Hand Deliver Mail/Express Bids to:**  
**Stuart City Hall**  
**Procurement & Contracting Services Office**  
**121 S.W. Flagler Avenue**  
**Stuart, Florida 34994**

## A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 **All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud in the 1<sup>st</sup> Floor Conference Room at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).**

**A2 BID SIGNATURE SECTION**

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

<u>Cheney Lime &amp; Cement Company</u>	<u>7-27-2015</u>	<u>sales@cheneylime.com</u>
Firm Name	Date	Email Address
	<u>205-625-3031</u>	
Authorized Signature (Manual)	Telephone Number	
<u>Alton W. Allen, Sales Representative</u>	<u>205-625-3032</u>	
Name/Title (Please Print)	Facsimile Number	

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us), and Fax # (772) 600-0134.

**B. GENERAL PROVISIONS**

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
  - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
  - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
  - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or its using Department.
- B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.
- B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve at the contract with an effective date of October 1, 2015.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B25. **Public Records:** In compliance with F.S. 119.0701 the Professional shall:
- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
  - B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  - C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

**C. SPECIAL PROVISIONS**

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
  - A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
  - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
  - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.
- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.

- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are five (5) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

- Attachment A Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
- Attachment B Qualifications/Experience of Bidder
- Attachment C References
- Attachment D Bidder's Checklist
- Attachment E Statement of No Bid

**D. AWARD OR REJECTION OF BIDS**

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed.
- D2. **Method of Award:**
  - A. The City intends to award this bid on an item by item basis to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in

question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.

- B. Bidders are required to bid all items in Section E9, Technical Specifications and Bid Form to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder's bid response to be considered non-responsive and rejected.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder's response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
  - B. The reputation, judgment and experience of the bidder.
  - C. The quality of performance of previous contracts or services including previous performance with the City.
  - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
  - E. Financial resources of the bidder to perform the contract or provide the service.
  - F. Ability to provide future maintenance and service for the use of the subject of the contract.
  - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

- D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.
- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2015. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- C. **Contract Amendment:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
- D. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.
- D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart

makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

**E. SCOPE OF SERVICE**

**E1. General Information:**

A. The purpose of this bid is to purchase the specified chemicals on an "as needed" basis delivered to designated City of Stuart locations. Chemicals will be ordered on an "as needed" basis for the term of the agreement.

B. Contract shall allow for all labor, materials, supplies, transportation, services and related services to supply chemicals to the City's Water and Water Reclamation Facilities on an "as needed" basis.

E2. **Material Safety Data Sheet and Certificate of Analysis:** : In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

**Note:** It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

E3. **Codes & Regulations:** Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

E4. **Contractor Responsibility:**

A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.

B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

E5. **Delivery Requirements:**

- A. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.
- B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery locations are as specified below.
- C. The product shall be delivered on site to two (2) locations:
- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
  - Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994

E6. **Quality Assurance & Returned Goods:** All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.

E7. **Alternate/Exceptions:** The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the general design and style given for the "as specified" item.

E8. **Technical Specifications:** The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equipment equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of

the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

Technical Specifications					
Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	<p>Density 1.10 – 1.30, SpG (10%) 1.163, (12%) 1.202</p> <p>Color: liquid=green-yellow</p> <p>Minimum strength of 120 grams per liter (12 trade percent by volume)</p> <p>Contaminant concentration limits:</p> <p>Iron &lt; 0.3 mg/L    Copper &lt; 0.3 mg/L</p> <p>Nickel: &lt; 0.3 mg/L    Chlorate: &lt; 2,500 mg/L</p> <p>Bromate &lt; 20 mg/L    Perchlorate &lt; 20 mg/L</p> <p>Suspended Solids Test Time &lt; 3 minutes</p> <p>The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.</p>	5,000 gallon combined deliveries, Tanker Truck	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP WWTP
2	Anhydrous Ammonia	<p>SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100</p> <p>Solubility in water: 33% @ 68F</p> <p>Vapor density: 0.6 @ 32 F</p> <p>Metallurgical Grade Anhydrous Ammonia</p>	<p>City owns a 1,000 gal tank,</p> <p>The average delivery size is 600 gals/3,000 lbs</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
3	Hydrofluosilicic Acid	<p>23 – 25% AWWA Standard B703-06</p> <p>No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead)</p>	300 gallon deliveries, Tanker Truck	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
4	Quicklime (Pebble Lime) *Florida Lime is Not Acceptable	<p>Not less than 92% available CaO</p> <p>SpG = 3.3, pH 11.7 – 12.5</p> <p>Slaking rate: 100g in 400g of water shall increase temperature from 25C to 72C in three minutes</p> <p>Size: 1/8" x 3/8" (maximum of 10% passing a 1/8" screen &amp; nothing retained on 1/2" screen)</p>	25 ton deliveries, Tanker Truck with pneumatic unloading capability	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WTP

5	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
6	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi- walled, moisture proof bags, Enclosed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
7	Anionic Dry Polymer with a 30 positive charge	FBS 730	50 pound multi- walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
8	Cationic Liquid Polymer	FBS 7602 The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content	55 gallon drums, Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/>	WWTP
9	Liquid Ferric Sulfate	The liquid Ferric Sulfate shall conform to all applicable AWWA/ANSI standards, latest revisions, including ANSI/AWWA Standard B406 or the latest revision; "Standard for Ferric Sulfate". The liquid ferric sulfate shall be supplied as aqueous solution containing nor less than 12.5% ferric iron and contain no more than 0.1% ferrous iron, all soluble, which is approved for potable water treatment.	275 gallon semi- bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
10	Liquid Ferric Chloride	The liquid Ferric Chloride shall conform to all applicable AWWA/ANSI standards, latest revisions including ANSI/AWWA Standard 60 certified for use in potable water treatment.	275 gallon semi- bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP

F. **BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2015-293.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	12% Sodium Hypochlorite, liquid or <i>a minimum</i>	120,000	GAL	\$ 0	\$ 0
2	Ammonia (NH3)	18,250 LB	GAL	\$ 0	\$ 0
3	Fluoride	3,000	GAL	\$ 0	\$ 0
4	Pebble Lime (CaO) (Quick Lime)	560	TON	\$ 223.00 Per Ton	\$124,880.00
5	Hydrochloric Acid 31.45%	1,100	GAL	\$ 0	\$ 0
6	Sodium Hexametaphosphate	19,000	LB	\$ 0	\$ 0
7	Polymer, anionic-granular	2,600	LB	\$ 0	\$ 0
8	Polymer, cationic liquid	1,430	GAL	\$ 0	\$ 0
9	Liquid Ferric Sulfate	18,000	GAL	\$ 0	\$ 0
10	Liquid Ferric Chloride	10,000	GAL	\$ 0	\$ 0
Item(s) #: <u>Item #4</u> - Overall Total for all items that apply					\$ 124,880.00
<p>Is Bidder offering the above product as specified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If No, bidder is to indicate their equivalent below and attach product literature.</p> <p>Item #: _____ Product _____      Item #: _____ Product _____</p> <p>Item #: _____ Product _____      Item #: _____ Product _____</p>					
<b>F.O.B. Destination: # 24-48 Hours for Delivery after receipt of order (ARO)</b>					

Company Name: Cheney Lime & Cement Company Date: 7-27-2015

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes  No

If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes  No

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

*The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.*

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

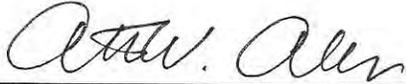
ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # 0 THROUGH ADDENDA # 0

Company Name: Cheney Lime & Cement Company Date: 7-27-2015

Name of individual submitting Bid: Alton W. Allen

Email address: sales@cheneylime.com Ph: 205-625-3031

AUTHORIZED SIGNATURE: 

## ATTACHMENT A

### INSURANCE REQUIREMENTS

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.

3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.
4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
  - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
  - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
  - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

**NOTE:** The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B

QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE

THIS IS A FILLABLE FORM

Part A - Qualifications Questionnaire

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes  No

Part B - Other Information

1. Contractor to provide details of uniform and identification worn by employees.  
Not applicable
2. Provide office hours and contact information of staff responsible for coordination of services.  
Monday through Friday basis from (7:00 a.m. through 3:00 p.m.)  
Regular Hours & After Hours Information enclosed
3. Please provide 24-hour Emergency Contact Information if different than above:  
Regular Hours & After Hours Information enclosed
4. Number of year's organization has been in business. 113 yrs.
5. Have you any similar work in progress at this time? Yes  No
6. Submission of quality control program: Yes  No
7. Submission of Safety program: Yes  No

Company Name Cheney Lime & Cement Company

## ATTACHMENT C

### REFERENCES

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#### #1 REFERENCE

Company/Entity Name: City of Stuart, WTP	
Address 1003 Palm Beach Road	
City Stuart	, State FL Zip Code 34994
Contact Name: Ed Nelson	Title: Plant Superintendent
Phone No:( 561 ) 288 - 5343 Fax:( ) -	
Email:	
Delivery Date: Since 10-1-2012 Location Water Plant	
Type of Product Supplied Quicklime	
Governmental <del>or-Private</del> Gov.	Dollar Value of Contract \$ 125,944

#### #2 REFERENCES

Company/Entity Name: City of Fort Pierce	
Address 715 S. 25th Street	
City Fort Pierce	, State FL Zip Code 34950
Contact Name: Steve Murto	Title: Plant Mgr
Phone No:( 772 ) 466 - 1600 Fax:( ) -	
Email:	
Delivery Date: Since 10-1-2010 Location Water Plant	
Type of Product Supplied Quicklime	
Governmental <del>or-Private</del> Gov.	Dollar Value of Contract \$ 512,250

#### #3 REFERENCES

Company/Entity Name: City of New Smyrna Beach	
Address 2640 Paige Ave	
City New Smyrna Beach	, State FL Zip Code
Contact Name: Bob DeLoach	Title: Water Prod Supervisor
Phone No:( 386 ) 423 - 7140 Fax:( 386 ) 409 - 4704 Email:	
Delivery Date: Since 10-1-2011 Location Water Plant	
Type of Product Supplied Quicklime	
Governmental <del>or-Private</del> Gov.	Dollar Value of Contract \$ 306,000

Company Name Cheney Lime & Cement Company

**ATTACHMENT D**

**BIDDERS CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is Reference Form completed and enclosed?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is W-9 Form completed, signed and attached?	Yes <input type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Company Name Cheney Lime & Cement Company

ATTACHMENT E

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

ADDITIONAL DOCUMENTS

# CHENEY LIME & CEMENT COMPANY

## MANUFACTURERS

ALLGOOD, ALABAMA 35013

PLANTS GRAYSTONE, ALABAMA  
LANDMARK, ALABAMA

PHONE (205) 625-3031 ONEONTA, ALABAMA  
FAX (205) 625-3032 ALLGOOD, ALABAMA

Celebrating Over 100 Years of Service

## Quicklime and Hydrated Lime Products

### Who We Are

Cheney Lime & Cement Company is an Alabama manufacturing company which was founded in 1903 in Allgood, AL. We have a long history of producing high calcium quicklime and hydrated lime products and are committed to providing quality products and service to all of our customers.

#### How To Contact Us:

**Company Offices:** Our General Offices are located near our Graystone plant in Allgood, AL. We would like to welcome you to call us at any time for price quotations on your lime requirements. Also, we are pleased to offer answers to any questions you have about the uses, handling, application and storage of lime, as well as the chemistry of lime.

Our normal business office hours are from 8:00 a.m. to 5:00 p.m., CST, Monday through Friday.

**Cheney Lime & Cement Company**  
**General Offices**  
P.O. Box 160  
Allgood, AL 35013

**800-752-8282**  
205-625-3031 (fax) 205-625-3032  
Email: [sales@cheneylime.com](mailto:sales@cheneylime.com)

Products:

**Quicklime** (Bulk)

**Hydrated Lime** (Bulk or Bags)

<http://www.cheneylime.com>  
<http://www.limeproducts.com>  
<http://www.limeindustry.com>

### What We Do

**Plants:** Our Landmark plant is located in Alabaster, AL (Shelby County), just 25 miles south of Birmingham, AL, and is the site of all of our quarrying & manufacturing operations. Our General Offices are located in Allgood, AL (Blount County), located 32 miles northeast of Birmingham and 2 miles south of Oneonta. The historic Graystone plant, located adjacent to our General Offices in Allgood, AL, has been decommissioned and is no longer operational.

**Process:** At the Landmark plant we quarry a large deposit of high calcium limestone and use the processes of calcination and hydration to chemically convert the limestone into lime. The calcination process takes place in our rotary kilns and converts the limestone into quicklime, which is then available for bulk shipment to customers by truck or rail. The hydration process involves taking a portion of the quicklime that has already been produced, and reacting it with enough water to produce a dry hydrated lime, which then becomes available for bulk or bag shipments to customers by truck.

**Markets:** Our lime products are shipped to markets throughout the Southeastern United States including such industries and businesses as: *Pulp and Paper, Waste Treatment, Chemical Mfg, Water Treatment, Phosphate, Sugar, Asphalt, Steel, Power, Chemical Distributors, Tanning, Soil Stabilization, Feed & Seed Distributors, etc.*

**Website:** For additional information about Cheney Lime & Cement Company, our products, and the production of lime, we encourage you to visit our website at: **[cheneylime.com](http://www.cheneylime.com)**

# CERTIFICATE OF COMPLIANCE

Certificate Number 20120215 – MH18007  
Report Reference MH18007 – 1994 March 09  
Issue Date 2012 February 15

Issued to: CHENEY LIME & CEMENT CO  
PO BOX 160  
ALLGOOD, AL 35013 USA

This is to certify that representative samples of Drinking Water Treatment Chemicals  
Description: "Calcium Oxide", "Calcium Hydroxide".

Trade Dsg	Category	Max Use Level (mg/L)
Calcium Oxide	Softening, Precipitation and pH Adjustment	500
Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650

Plant at: Alabaster, AL

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 60 (2009), "Drinking Water Treatment Chemicals - Health Effects."  
Additional Information: See the UL Online Certifications Directory at [www.ul.com/database](http://www.ul.com/database) for additional information

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

The UL Classification Mark includes: UL in a circle: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

William R. Carney, Director, North American Certification Programs

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at [www.ul.com/contactus](http://www.ul.com/contactus)



# 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 (as shown on your income tax return) <b>CHENEY LIME &amp; CEMENT COMPANY</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>PO BOX 160</b>	Requester's name and address (optional) <b>City of Stuart</b>
City, state, and ZIP code <b>ALLGOOD, AL 35013</b>	<b>300 SW St. Lucie Ave</b> <b>Stuart, FL 34994</b>
List account number(s) here (optional)	<b>rself@maconwater.org</b>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>Employer identification number</b>									
6	3	-	0	0	4	0	3	6	0

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7-27-2015</b>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### 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.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# STATE OF ALABAMA

SHELBY COUNTY

CONTROL NO.

1047201

LICENSE NO.

151339

ACCOUNT NO.

188641

ISSUED TO:

CHENEY LIME & CEMENT CO

LICENSE YEAR.
<b>2014-2015</b>

PO BOX 160

ALLGOOD, AL 35013

DATE ISSUED		
10	21	2014
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:

1152 OLD HWY 31  
ALABASTER, AL 35007-0000

EXPIRES  
September 30, 2015  
RENEW IN OCTOBER

RL:

U18 - #1047201 - T2 - P363173

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0087	COTTONSEED OIL MILLS, COTTON MILLS, FACTORIES, ETC	300.00	1.00	0.00	0.00	0.00	301.00

**TRANSFER OF LICENSE**

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Thomas L. White, Jr.

State Comptroller

Julie P. Magee

Commissioner of Revenue

ALEX DUDCHOCK

Name of Purchaser

Issuing Authority

Issuing Authority

TOTAL	301.00
MAIL FEE	2.00
TOTAL WITH MAIL FEE	303.00



Home > Government Records > Business Entities > Search > Details

**Business Entity Details**

<b>Cheney Lime &amp; Cement Company, Inc.</b>	
Entity ID Number	004 - 105
Entity Type	Domestic Corporation
Principal Address	ANNISTON AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Calhoun County
Formation Date	4-1-1905
Registered Agent Name	CHENEY, ALAN B JR
Registered Office Street Address	478 GRAYSTONE ROAD ALLGOOD AL 35013
Registered Office Mailing Address	Not Provided
Nature of Business	MINING ORE, ETC
Capital Authorized	\$50,000
Capital Paid In	--
<b>Incorporators</b>	
Incorporator Name	CHENEY, J A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	CHENEY, FRANKLIN C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	CHENEY, JOHN W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
<b>Annual Reports</b>	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.ador.alabama.gov">www.ador.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015
<b>Transactions</b>	
Transaction Date	7-17-1916
Legal Name Changed From	Cheney Marble White Lime Co
Transaction Date	6-25-1996
Registered Agent Changed From	Not Provided
Transaction Date	10-1-1997
Legal Name Changed From	Cheney Lime Co
Transaction Date	10-1-1997
Miscellaneous Filing Entry	CONSENT FOR NAME
Transaction Date	10-3-1997
Miscellaneous Filing Entry	RESTATED ARTICLES
Transaction Date	3-4-2003
Miscellaneous Filing Entry	AMENDMENT FILED
<b>Scanned Documents</b>	
Click here to purchase copies.	
Document Date / Type / Pages	6-25-1996 Registered Agent Change 2 pgs
Document Date / Type / Pages	10-1-1997 Legal Name Change 2 pgs.
Document Date / Type / Pages	10-1-1997 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	10-3-1997 Miscellaneous Entry 7 pgs.
Document Date / Type / Pages	3-4-2003 Miscellaneous Entry 2 pgs.



# CERTIFICATE OF LIABILITY INSURANCE

CHENLIM-02 HAYNESJEN

DATE (MM/DD/YYYY)

7/28/2015

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).

<b>PRODUCER</b> Insurance Office of America, Inc. 3800 Colonnade Parkway Suite 650 Birmingham, AL 35243	<b>CONTACT NAME:</b> Diane Brayman <b>PHONE (A/C, No, Ext):</b> (205) 968-3440 <b>E-MAIL ADDRESS:</b> Diane.Brayman@ioausa.com	<b>FAX (A/C, No):</b> (205) 968-3528
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Cheney Lime & Cement Company, Inc. P.O. Box 160 Allgood, AL 35013	<b>INSURER A:</b> Maxum Indemnity Company	<b>NAIC #</b> 26743
	<b>INSURER B:</b> Crum & Forster Indemnity Company	<b>NAIC #</b> 31348
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLP600363210	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EXC600363310	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Commercial		CPL102459	01/01/2015	01/01/2016	Occ/Agg 5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Stuart  
 300 SW St. Lucie Avenue  
 Stuart, FL 34994

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

*Ruhal S. Pott*

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# CERTIFICATE OF LIABILITY INSURANCE

CHENE-2

OP ID: TM

DATE (MM/DD/YYYY)

07/28/2015

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).

<b>PRODUCER</b> Jim Murphree Insurance Agy Inc Post Office Box 1116 Oneonta, AL 35121 Jim Murphree		<b>CONTACT NAME:</b> Jim Murphree <b>PHONE (A/C, No, Ext):</b> 205-274-2378 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> 205-274-2379	
<b>INSURED</b> Cheney Lime And Cement Company P. O. Box 160 Allgood, AL 35013		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Travelers Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		<b>NAIC #</b> 27998	

**COVERAGES** : **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input 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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	YOUB-3204R73-8-15	01/01/2015	01/01/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Stuart 300 SW St Lucie Ave Stuart, FL 34994	<b>CANCELLATION</b>  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 
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# CHENEY LIME & CEMENT COMPANY

## MANUFACTURERS

ALLGOOD, ALABAMA 35013

PLANTS GRAYSTONE, ALABAMA  
LANDMARK, ALABAMA

PHONE (205) 625-3031 ONEONTA, ALABAMA  
FAX (205) 625-3032 ALLGOOD, ALABAMA

### SAFETY STATEMENT

FROM CHENEY LIME & CEMENT COMPANY  
EMPLOYEE HANDBOOK (Page 25-26)

#### **Safety**

To assist in providing a safe and healthful work environment for employees, customers and visitors, Cheney Lime & Cement Company has established a work place safety program. This program is a top priority for Cheney Lime. The Plant Manager has responsibility for implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Cheney Lime provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Plant Manager or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers compensation benefits procedures.

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## Quicklime

### Typical Chemical Analysis

Chemical Name	Formula	Normal Range
Calcium Oxide (Total)	CaO	94.0 – 98.0 %
Calcium Oxide (Available)	CaO	92.0 – 96.0 %
Magnesium Oxide	MgO	1.00 – 2.25 %
Silicon Dioxide	SiO <sub>2</sub>	0.32 – 1.56 %
Aluminum & Iron Oxides	R <sub>2</sub> O <sub>3</sub>	0.10 – 0.45 %
Loss on Ignition	L.O.I.	1.30 – 2.33 %

### Product Sizes

Rice & Medium

### Packaging & Transportation

Bulk - Truck (Pneumatic)

Bulk - Rail (Covered Hoppercar)

Bulk Density for quicklime is 65.00 – 70.00 lbs/cu.ft.

STCC: 32 741 10 CAS#: 1305-78-8 EPA#: A350-2789

Chemical analyses performed using the American Society for Testing and Materials Standard ASTM C-25 and the American Water Works Association AWWA B-202

2015

[cheneylime.com](http://cheneylime.com)

# CHENEY LIME & CEMENT COMPANY

## TO OUR CUSTOMERS

For your convenience we are pleased to provide the following telephone numbers and contacts for placing your quicklime and hydrated lime orders.

### During Regular Business Hours Call

**Cheney Lime & Cement Company**

General Office

P.O. Box 161

Allgood, AL 35013

*Order Contacts:*

Ms. Lanette Murphree - Quicklime

Ms. Sharla Sampley - Hydrated Lime

*Accounts Receivable:*

Ms. Lanette Murphree

*Billing:*

Ms. Sharla Sampley

Phone Number: (800) 752-8282

Alternate Phone: (205) 625-3031

Fax: (205) 625-3032

*Regular Business Hours:*

8:00 am - 5:00 pm CST Mon-Fri

Email: [accounting@cheneylime.com](mailto:accounting@cheneylime.com)

### Other Than Regular Business Hours

**Assigned Duty Officer**

Cheney Lime &amp; Cement Company

Landmark Plant

1152 Old Highway 31

Alabaster, AL 35007

After Hours Pager: (205) 889-1826

Please leave your number after the beep and we will return your call promptly.

### Sales Representative

**Alton W. Allen**

Cheney Lime &amp; Cement Company

P.O. Box 57605

Jacksonville, FL 32241

Phone: (904) 737-1729

Fax: (904) 737-3644

Cell Phone: (904) 571-1530

Email: [awa@cheneylime.com](mailto:awa@cheneylime.com)

# SAFETY DATA SHEET

## QUICKLIME

### SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

**Product Name:** Quicklime  
**Synonym/s:** QL, High Calcium Quicklime, Burnt Lime, PBQL  
**Chemical Name:** Calcium Oxide  
**Chemical Formula:** CaO  
**Product Use/s:** Water Treatment, pH Adjustment, FGD, Construction, Pulp/Paper

**Manufacturer:** Cheney Lime and Cement Company  
478 Graystone Road  
Allgood, Alabama 35013  
205-625-3031

**Emergency Phone:** 205-625-3031

### SECTION 2: HAZARDS IDENTIFICATION

**Emergency Overview:** Quicklime is an odorless, white or grayish-white material that ranges from pebbles to a granular powder. Contact can cause irritation to eyes, skin, respiratory system, and gastrointestinal tract. Quicklime reacts vigorously with water, releasing heat which may ignite combustible materials in specific instances.

#### Hazard Pictograms:



#### Signal Word:

Danger

#### Potential Health Effects:

**Eyes:** Contact can cause severe irritation or burning of eyes, including permanent damage.

**Skin:** Contact can cause severe irritation or burning of skin, especially in the presence of moisture.

**Ingestion:** This product can cause severe irritation or burning of gastrointestinal tract if swallowed.

**Inhalation:** This product can cause severe irritation of the respiratory system. Long-term exposure may cause permanent damage. Hydrated lime is not listed by MSHA, OSHA, or IARC as a carcinogen. However, this product may contain trace amounts of crystalline silica in the form of quartz or cristobalite, which has been classified by IARC as a Group I carcinogen to humans when inhaled. Inhalation of silica can also cause a chronic lung disorder, silicosis.

#### Potential Environmental Effects:

This material is alkaline and if released into water or moist soil will cause an increase in pH.

# SAFETY DATA SHEET

## QUICKLIME

### SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

Ingredient	Chemical Formula	Common Name	Conc. (%)
Calcium Oxide	CaO	Quicklime	> 90.0
Magnesium Oxide	MgO	Periclase	< 2.5
Calcium Carbonate	CaCO <sub>3</sub>	Limestone	< 3.0
Crystalline Silica	SiO <sub>2</sub>	Quartz	< 1.0

### SECTION 4: FIRST AID MEASURES

**Eyes:** Immediately flush eyes with generous amounts of water or eye wash solution if water is unavailable. Pull back eyelid while flushing to ensure that all hydrated lime dust has been washed out. Seek medical attention promptly if the initial flushing of the eyes does not remove the irritant. Do not rub eyes.

**Skin:** Brush off or remove as much dry lime as possible. Wash exposed area with large amounts of water. If burned seriously or if irritation persists, seek medical attention promptly.

**Inhalation:** Move victim to fresh air. Seek medical attention. If breathing has stopped, give artificial respiration.

**Ingestion:** Do not induce vomiting. Seek medical attention immediately. Never give anything by mouth unless instructed to do so by medical personnel.

**Medical Conditions Aggravated by Exposure:** Contact can cause irritation to eyes, skin, respiratory system, and gastrointestinal tract.

### SECTION 5: FIREFIGHTING MEASURES

**Fire Hazards:** Quicklime is not combustible or flammable. However, quicklime reacts vigorously with water, and may release heat sufficient to ignite combustible materials in specific instances. Quicklime is not considered to be an explosion hazard, although reaction with water or other incompatible materials, such as acids, may rupture containers.

**Suitable Extinguishing Media:** Use dry chemical or CO<sub>2</sub> fire extinguisher to extinguish the surrounding fire.

**Fire Fighting Instructions:** Keep personnel away from and upwind of fire. Avoid skin contact or inhalation of dust. Wear full fire-fighting turn-out gear (full Bulk gear), and respiratory protection (SCBA)

**Hazardous Combustion Products:** Not applicable

### SECTION 6: ACCIDENTAL RELEASE MEASURES

**Spill / Leak Procedures:** Do Not use water on bulk material spills. Lime reacts vigorously with water, releasing heat. Use proper personal protective equipment.

# SAFETY DATA SHEET

## QUICKLIME

**Small Spills:** Use dry methods to collect spilled materials. Avoid generating dust. Do not clean up with compressed air. Store collected materials in dry, sealed plastic or non-aluminum metal containers. Residue on surfaces may be water washed.

**Large Spills:** Use dry methods to collect spilled materials. Evacuate area downwind of clean-up operations to minimize dust exposure. Store spilled materials in dry, sealed plastic or non-aluminum metal containers.

**Containment:** Minimize dust generation and prevent bulk release to sewers or waterways.

**Clean-up:** Residual amounts of material can be flushed with large amounts of water. Equipment can be washed with either a mild vinegar and water solution, or detergent and water.

### SECTION 7: HANDLING AND STORAGE

**Handling:** Keep in tightly closed plastic or non-aluminum metal containers. Protect containers from physical damage. Avoid direct skin contact with the material. Avoid breathing any dust.

**Storage:** Store in a cool, dry, and well-ventilated location. Do not store near acids or other incompatible materials. Keep away from moisture. Do not store or ship in aluminum containers.

### SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

Ingredient	OSHA PEL, TWA 8/40h (mg/m3)	ACGIH TLV, TWA 8/40h (mg/m3)	NIOSH REL,TWA 8/40h (mg/m3)	NIOSH IDLH (mg/m3)
Calcium Oxide	15 (total dust) 5 (respirable)	2	2	25
Magnesium Oxide	10	10	N/A	N/A
Calcium Carbonate	15 (total dust) 5 (respirable)	10	10 (total dust) 5 (total dust)	N/A
Crystalline Silica	10/(SiO <sub>2</sub> % + 2) (respirable)	0.025 (respirable)	0.05 (respirable)	50

**Engineering Controls:** Provide ventilation adequate to maintain PELs.

**Respiratory Protection:** Use NIOSH/MSHA approved respirators if airborne concentration exceeds PELs.

**Skin Protection:** Use appropriate gloves and footwear to prevent skin contact and the potential for burns. Clothing should fully cover arms and legs. Should lime get inside clothing or gloves, remove the clothing and the lime promptly.

**Eye Protection:** Use safety glasses with side shields or safety goggles. Contact lenses should not be worn when working with lime products.

**Other:** Eye wash fountain/stations and emergency showers should be available.

# SAFETY DATA SHEET

## QUICKLIME

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance:</b>	White or grayish-white pebbles or powder
<b>Odor:</b>	Odorless
<b>Physical State:</b>	Solid
<b>Melting Point (°C/°F):</b>	2570/4658
<b>Boiling Point (°C/°F):</b>	2850/5162
<b>Bulk Density:</b>	65-70 lbs. / Cu. Ft.
<b>Specific Gravity:</b>	3.2 – 3.4
<b>Vapor Pressure (mm Hg):</b>	N/A
<b>Vapor Density:</b>	N/A
<b>Evaporation Rate:</b>	N/A
<b>pH (25°C/77°F):</b>	12.4
<b>Solubility in Water:</b>	0.120 grams per 100 grams sat. sol. At 25°C (Reacts with water to produce Ca(OH) <sub>2</sub> and large amounts of heat.)

### SECTION 10: STABILITY AND REACTIVITY

**Stability:** Chemically stable, but reacts vigorously with water to form calcium hydroxide, while generating heat. Calcium carbonate reacts with CO<sub>2</sub> to form calcium carbonate. (See also Incompatibility below.)

**Hazardous Decomposition/Products:** Does not occur

**Hazardous Polymerization:** Does not occur

**Incompatibility/Conditions to Avoid:**

Quicklime should not be mixed or stored with the following due to the potential for vigorous reaction and release of heat: Water (unless in a controlled process), Acids (unless in a controlled process), Organic Acid Anhydrides, Nitro-Organic Compounds, Reactive Fluorinated Compounds, Reactive Brominated Compounds, Reactive Phosphorous Compounds, Reactive Powdered Metals, Interhalogenated Compounds

### SECTION 11: TOXICOLOGICAL INFORMATION

ORL-RAT LD50: 7,340 mg/kg ORL-MUS LD50: 7,300 mg/kg

No LD50/LC50 have been identified for this product's components. Quicklime is not listed by MSHA, OSHA, or IARC as a carcinogen, but this product may contain trace amounts of crystalline silica, which has been classified by IARC as carcinogenic to humans when inhaled in the form of quartz or cristobalite. Inhalation, skin and eye contact are the most likely routes of exposure. This material is irritating to the skin and severely irritating to the eyes.

### SECTION 12: ECOLOGICAL INFORMATION

**Eco-toxicity:** Because of the high pH of this product, it would be expected to produce significant Eco-toxicity upon exposure to aquatic organisms and aquatic systems in high concentrations (> 1 g/L).

# SAFETY DATA SHEET

## QUICKLIME

**Environmental Fate:** This material shows no bioaccumulation effect or food chain concentration toxicity. High pH values will rapidly decrease over time as a result of recarbonation. This material may be used in soil stabilization or remediation and will show very little mobility in soils.

### SECTION 13: DISPOSAL CONSIDERATIONS

Dispose of in accordance with all applicable federal, state, and local environmental regulations. If this product as supplied and unmixed becomes a waste, it will not meet the criteria of a hazardous waste as defined under the U.S. Resource Conservation and Recovery Act (RCRA).

### SECTION 14: TRANSPORTATION INFORMATION

Quicklime is not classified as a hazardous material by US DOT and is not regulated by the Transportation of Dangerous Goods Act (TDG) when shipped by means other than air.

**UN Number:** UN 1910

**Transport Hazard Class:** Class 8. Corrosive

**Environmental Hazards:** None

When being transported by air, quicklime is classified in the Department of Transport (DOT) regulations as a hazardous material (49 CFR 172.101). For passenger aircraft, the maximum net quantity allowed per container is 25 kg (please refer to IATA packing instruction number 860 for more information). For cargo aircraft, the maximum net quantity allowed per container is 100 kg (see IATA packing instruction 864.) For quantities greater than 25 kg up to and including 100 kg, the container shall be labeled with "CARGO AIRCRAFT ONLY." Because express carriers (i.e. Federal Express, Airborne Express and United Parcel Service) ship by air, quicklime presented to these carriers for shipment must be packaged, marked and labeled in accordance with IATA requirements, and must be accompanied by the appropriate shipping documentation. Only personnel trained and certified under applicable DOT Hazardous Material Regulations (contain in Title 49 of the Code of Federal Regulations) may prepare any quicklime product for air transport.

### SECTION 15: REGULATORY INFORMATION

#### U.S. EPA Regulations:

RCRA Hazardous Waste Number (40 CFR 261.33): **not listed**

RCRA Hazardous Waste Classification (40 CFR 261): **not classified**

CERCLA Hazardous Substance (40 CFR 302.4): **unlisted specific per RCRA, Sec. 3001; CWA, Sec. 311(b)(4); CWA, Sec. 307(a), CAA, Sec. 112**

CERCLA Reportable Quantity (RQ): **not listed**

SARA 311/312 Codes: **not listed**

SARA Toxic Chemical (40 CFR 372.65): **not listed**

SARA EHS (Extremely Hazardous Substance) (40 CFR 355): **not listed**

Threshold Planning Quantity (TPQ): **not listed**

All chemical ingredients are listed on the US EPA TSCA Inventory List.

# SAFETY DATA SHEET

## QUICKLIME

### OSHA/MSHA Regulations:

Air Contaminant (29 CFR 1910.1000, Table Z-1, Z-1-A): 5mg/M3 TWA-8

MSHA: **not listed**

OSHA Specifically Regulated Substance (29 CFR 1910): **not listed**

**State Regulations:** Consult state and local authorities for guidance. Components found in this product may contain trace amounts of inherent naturally occurring elements (such as, but not limited to arsenic and cadmium) that may be regulated under California Proposition 65 and other states regulations.

### Canada:

WHMIS Classification: "D2A" Materials Causing Other Toxic Effects

WHMIS Classification: "E" Corrosive Materials (listed due to corrosive effect on aluminum)

Canada DSL: **Listed**

### SECTION 16: OTHER INFORMATION

Prepared By: Cheney Lime and Cement Company

Date Prepared: June 1, 2015

NFPA Hazard Class: Health: 3 Flammability: 0 Instability: 0

HMIS Hazard Class: Health: 3\* Flammability: 0 Hazard: 1

**Physical Hazard: 0**

**Personal Protection: E**

**Abbreviations:** N/A - Not Applicable, IARC - International Agency for Research on Cancer, IATA - International Air Transport Association, ACGIH - American Conference of Governmental Industrial Hygienists, TWA - Time Weighted Average, PEL - Permissible Exposure Limit, TLV - Threshold Limit Value REL Recommended Exposure Limit.

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Revision: 02

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