



**SEACOAST UTILITY AUTHORITY**

**SULFURIC ACID**

**BID NO: 40-552342-22**

**BID OPENING: JUNE 3, 2022  
2:00 PM**

4200 Hood Road  
Palm Beach Gardens, Florida 33410  
(561) 627-2900  
[www.sua.com](http://www.sua.com)

**SEACOAST UTILITY AUTHORITY**  
**BID NO: 40-552342-22**  
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**SEACOAST UTILITY AUTHORITY**

**BID NO: 40-552342-22**

**SULFURIC ACID**

**INVITATION TO BID**

Sealed bids, in duplicate, will be received by the Seacoast Utility Authority (SUA) in the procurement office located at 4200 Hood Road, Palm Beach Gardens, Florida 33410, for the subject project until 2:00 p.m. on June 3, 2022, then opened publicly at that time and read. All bids shall be in sealed envelopes with the following information plainly marked on the outside of the envelope:

**Bid No.40-552342-22, SULFURIC ACID, Seacoast Utility Authority,  
Attn: Senior Procurement Specialist, 4200 Hood Road, Palm Beach Gardens, Florida 33410**

SUA posts its bidding documents on [www.demandstar.com](http://www.demandstar.com). The term "bidding documents" includes the invitation to bid and the contract documents (including all addenda issued prior to bid opening). SUA makes all reasonable efforts to ensure that information posted on DemandStar is accurate and up to date, although it does not warrant the accuracy and completeness of such data. Nevertheless, prospective bidders are advised that, in order to procure and keep abreast of addenda or other information, which may be pertinent or material to the bid, they should regularly consult the DemandStar website [www.demandstar.com](http://www.demandstar.com). DemandStar offers a free single-agency subscription, which includes free document downloads by registering at [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp) or calling (800) 711-1712.

If a bidder chooses to mail their bid packet, it must be in a second sealed envelope.

Bidders with technical questions concerning the bidding documents should contact Keith Haas at [khaas@sua.com](mailto:khaas@sua.com) in writing.

Questions will be answered via an addendum and will be posted on DemandStar.

No bids may be withdrawn for a period of ninety (90) days after the scheduled closing date for the receipt of bids.

Bidder acknowledges that it will be capable of providing insurance coverages as required in these documents.

SUA reserves the right to reject any or all bids with or without cause, to waive technical errors and informalities, or to accept the bid, which in its judgment, best serves the public interest.

Seacoast Utility Authority  
Jessica Moore, Clerk  
PUB: Daily Business Review  
April 28, 2022

## CONDITIONS OF BID

1. Purpose

The purpose of this bid is to establish a contract for the purchase and delivery of sulfuric acid.

2. Bid Information

- a. The bids will be publicly opened in SUA's board room, located at 4200 Hood Road, Palm Beach Gardens, Florida, 33410, in the presence of procurement officials at the stated time and date.
- b. All bidders, or their representatives, are invited to be present.
- c. Any bids received after the specified time and date will not be considered. Any failure on the part of a bidder to comply with the specifications, terms, and conditions of the bid shall be a valid reason for the rejection of the bid.
- d. Any bid may be withdrawn up until the time set for opening of the bids. Any bid, not so withdrawn, shall, upon opening, constitute an irrevocable offer to provide SUA the described services until one or more of the bids has been duly accepted by SUA. Action on bids normally will be taken within 45 days of opening. However, no guarantee or representation is made herein as to the time between the bid opening and subsequent action by SUA.
- e. IF ANY BIDDER VIOLATES OR IS A PARTY TO A VIOLATION OF THE CODE OF ETHICS OF THE STATE OF FLORIDA, WITH RESPECT TO THIS BID, SUCH BIDDER MAY BE DISQUALIFIED FROM FURNISHING THE PRODUCTS FOR WHICH THE BID IS SUBMITTED AND SHALL BE FURTHER DISQUALIFIED FROM BIDDING ON ANY FUTURE BIDS FOR WORK OR PRODUCTS FOR SUA.

3. Competency of Bidders

- a. No proposal will be accepted from, nor will any contract be awarded to, any person or firm which is in default on any obligation to SUA or who has failed to perform faithfully any previous contract with SUA.
- b. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4. Award of Bid

- a. Award shall be made to a responsible bidder based upon the confirmed lowest TOTAL BID price submitted on Page E-1 and deemed by SUA to be in its best interest. Tie bids shall be decided in accordance with SUA's procurement policy. SUA reserves the right to award a bid in whole or in parts, whichever is deemed to be in the best interest of SUA.
- b. Before awarding a contract to a bidder, SUA reserves the right to require such bidder to submit such evidence of firm qualifications as it may deem necessary and may consider any evidence available to it, including financial, technical, and other qualifications and ability of a bidder, including past performance/experience with local utilities.
- c. SUA staff will recommend the award of the bid to the SUA board at a regularly or specially called board meeting (except for November and December, regular meetings of the SUA board normally occur on the fourth Wednesday of every month, at 3:00 p.m. EST). SUA staff may recommend multiple contracts or contingent contracts from submittals received from the proposals (should staff decide it is in the best interest of SUA).

5. Rejection of Irregular Proposals

Bids that contain any alteration, addition, condition, limitation, unauthorized alternates, or that show irregularities of any kind may be rejected by SUA as non-responsive or irregular. SUA reserves the right to waive any irregularities, technicalities, or informalities in any bid and to reject any or all bids.

6. Contract

- a. The submission of a bid will be deemed an offer by the bidder. The contract will be deemed awarded and validly entered into between the bidder and SUA when written notice to proceed has been given by SUA through its authorized agent or a purchase order has been issued to the successful bidder covering the same.
- b. The contract shall comprise the documents listed in the table of contents to the invitation to bid and all attachments to it. These documents shall constitute the entire agreement between the bidder and SUA. The contract will bind SUA and the bidder and their partners, successors, assigns, and legal representatives.
- c. The bidder agrees to comply with its covenants and the specifications for the services or goods, as expressed in the contract.
- d. In case of any default by the bidder, SUA may take such action as it deems appropriate, including, without limitation, an action for damages or specific performance.
- e. The price is firm for the contract period. The bidder acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contract requirements.
- f. The contract term shall be for one (1) year with the option to extend for two equivalent periods by mutual written consent of the vendor and SUA. A contract award is not a guarantee of work to be assigned.

7. Delivery of Goods. The provisions of this paragraph apply to bids for the provision of goods, materials, supplies, equipment, and similar items.

- a. All materials must conform to SUA shop specifications. Specialty items (items not included in the Standards) must be approved by SUA prior to purchase.
- b. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- c. Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where U.L. has established such for the item(s) offered and furnished.
- d. Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not SUA's intent to rule out the competition. Accordingly, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than the specified is bid, it is the vendor's responsibility to submit the bid brochures, samples, and/or detailed specifications on the items bid.

SUA shall be the sole judge concerning the merits of bids submitted. Bidders shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items, offered requires complete descriptive technical literature marked to indicate detailed compliance with specifications.

- e. The items offered must be new (current production model at the time of the bid) and be equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period, the Bidder must repair and/or replace the item without cost to SUA, understanding that all replacements shall carry the same guarantee as to the original equipment. The Bidder shall make any such repairs and/or replacements immediately upon receiving notice from SUA.
- f. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request be returned at the bidder's expense. Request for the return of samples must be indicated on the bid. Each sample must be labeled with the Bidder's name, bid number, and item number. Failure of a bidder either to deliver required samples or clearly identify samples as indicated may be reason for rejection of the bid.
- g. When required, SUA may request full demonstrations of any item(s) bid prior to the award of any bid.
- h. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or an independent laboratory. Bidders shall assume full responsibility for payment of all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidders' disposition of all items delivered in this category must be at no expense to SUA.

8. Insurance

Unless expressly waived by SUA and prior to commencement of work, the bidder shall provide SUA's procurement office with one or more current certificates of insurance demonstrating the required insurance coverage. Coverage must be maintained during the progress of the work. SUA may, at its sole election, require that it be named as an additional insured on such certificates.

9. Bidder's Representations

In submitting the bid, the bidder will be deemed to represent that:

- a. The bidder has examined copies of the invitation to bid and all the documents listed in the table of contents.
- b. The bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the cost, progress, or performance of the work, and has made such independent investigations as the bidder deems necessary.
- c. The bidder has not divulged, discussed, or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid.

10. Bond

The bidder may be required to obtain a fidelity bond in an amount and issued by a surety company satisfactory to SUA, as may be set forth in the specific requirements.

11. Assignment

The successful bidder may not assign its bid or the contract without the prior written consent of SUA.

12. Disputes

In the event of any dispute concerning the invitation to bid, the bid submittal, the award of the bid, or the scope of the work to be performed pursuant to the bid, the following procedures shall apply:

- a. A bidder (protestor) must file a written protest with SUA within seventy-two (72) hours of the SUA's issuance and posting of a notice of award. The notice of award shall be posted at SUA's place of business, be supplied to all bidders, and shall contain therein an indication of the date and time on which the notice was posted at the SUA's place of business.
- b. The protest must be in writing and must identify the protestor and the bid in question, and shall include a summary of the basis of the protest. Such protest is considered filed when it is received by SUA.
- c. The hearing on the protestor's bid protest shall be conducted before the board of SUA. All hearings shall be open to the public, and a recorded record shall be kept of all hearings. Both the protestor and SUA shall be entitled to present evidence to the board.

- d. At the hearing, the burden of proof shall be upon the protester to show by clear and convincing evidence that the award should be overturned or that the apparent low bidder should be disqualified.
- e. SUA shall notify the protester and the intended awardee via email of the scheduled hearing's time, date, and location.
- f. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing, the board shall decide by majority vote (as calculated according to the interlocal agreement for SUA). Any such determination by SUA's board shall be final and binding. The protester's sole remedy, thereafter, shall be to petition to the Circuit Court of Palm Beach County, by certiorari, to show that the protester was denied fundamental due process.

13. Confidentiality of Information

Certain building plans, blueprints, schematic drawings, or other documents that depict the internal layout as structural elements of a building, water treatment facility, or other structure owned or operated by SUA may be deemed confidential and exempt from public disclosure. The bidder shall maintain all such records in confidence if required by SUA, and if the bidder is the successful bidder, the bidder will maintain that information and any other information relative to a project designated confidential in confidence.



## CONDITIONS OF THE WORK AND CONTRACT

### 1. Work

The "work" is described in Section C – Specific Requirements. All work is to be performed in accordance with good judgment, accepted industry standards, and the bid documents, included in Sections 1-5.

### 2. Materials

Except as otherwise explicitly provided in the specific requirements, all equipment, materials, and articles incorporated in work covered by the contract are to be new and of the most suitable grade for the purpose intended. Further and unless otherwise specifically provided in the specific requirements, reference to any equipment, material, article, or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

### 3. Termination/Renewal

- a. SUA may, by written notice to the successful bidder (hereafter "Contractor"), terminate the contract if the Contractor has failed to perform the work in a manner satisfactory to SUA. The date of termination shall be stated in the notice. SUA shall be the sole judge of non-performance. SUA will not thereby be deemed to have waived any other rights or remedies available to it.
- b. If most of the work consists of the provision of services, SUA may cancel the contract upon 30 days' written notice for reasons other than cause.
- c. The term of the contract is outlined in the bid conditions. The contract may be extended for two (2) additional periods by the mutual, written consent of the Contractor and SUA.

### 4. Insurance

- a. The Contractor shall maintain at its sole expense the following insurance coverages and terms during the term of the contract and while it has personnel performing any work:
  - i. For the Contractor and any subcontractor engaged by it, workers' compensation insurance is in compliance with all laws for all persons performing any work. If any laborer, material man, or other employee is to be engaged in hazardous work under this contract and is not protected under the workers' compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, workers' compensation coverage judged adequate by SUA and meeting state and federal statutory requirements for the protection of such workers.
  - ii. Comprehensive general liability insurance and vehicle liability insurance, together with a broad form of comprehensive general liability endorsement, covering any all claims for injuries to persons performing any of the work, in an amount of not less than \$500,000 for injury to one person in one accident, occurrence or casualty and not less than \$1,000,000 for injuries to more than one person in one accident, event or casualty.

- iii. Property damage insurance in the amount of not less than \$500,000 per occurrence.
  - iv. Umbrella liability insurance of no less than \$1,000,000.
- b. The issuing company may cancel no required insurance without having provided written notice to SUA 30 days prior to cancellation, and this notice requirement shall be set forth in each certificate of insurance.
- c. All insurance contracts and certificates of insurance shall be either executed or countersigned by a licensed resident agent of the insurance or surety company having a place of business in the state of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.
- d. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by SUA. During the contract terms, insurance coverage shall be provided by companies qualified to do business in Florida and rated A- or better by AM Best. Should any of the Contractor's insurance carriers fail to maintain these required standards during the contract term, the Contractor shall immediately replace such insurance with insurance issued by a carrier that meets these standards. Failure to do so will be grounds for immediate termination of this contract by SUA. SUA reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5. Indemnification

The Contractor hereby agrees to indemnify and hold harmless SUA (and its directors, employees, agents, and independent contractors) from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, including loss of use, is caused in whole or in part by any intentional or negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by it or them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations irrespective of the negligence of any such party. The Contractor acknowledges that one (1) percent of the contract price represents specific consideration to the Contractor for the indemnifications set forth above and elsewhere in the contract. The monetary limitation of this indemnification obligation is \$1,000,000, which Contractor acknowledges bears a reasonable commercial relationship to the work to be performed or goods to be furnished pursuant to this contract.

6. Copyrights and Patent Rights

The Contractor covenants and warrants that there will be no violation of copyrights or patent rights in manufacturing producing, or selling the goods shipped or ordered because of this contract and further agrees to hold SUA harmless from all liability, loss, or expense occasioned by any such violation.

7. Occupational Health and Safety. Any Contractor delivering any "toxic substance" (as defined in Florida Statute 442.102(21)) shall furnish to SUA a "Safety Data Sheet" (SDS) with its initial shipment. The SDS shall be revised on a timely basis as appropriate and must include the following information:

- a. The chemical name and the common name of the toxic substance.

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

8. Disputes

In the event of any dispute arising out of this contract, the prevailing party shall be entitled to an award of its attorneys' fees and costs through all levels of appeal.

9. Liability

Where the Contractor is required to enter or go upon SUA property to perform work (including delivering goods, materials, supplies, equipment, and similar items), the Contractor will be liable for any damages or loss to SUA occasioned by negligence or willful misconduct of the Contractor, or its agents, or any person the Contractor has designated in the completion of the work.

10. Law

The documents listed in the table of contents to the invitation to bid, and all documents attached to or incorporated therein, constitute the entire agreement between SUA and the Contractor concerning the work. The contract shall be governed by and interpreted in accordance with the laws of the state of Florida regardless of the location of the execution of the contract and notwithstanding any conflict of law questions to the contrary.

The venue for any action on the contract shall lie only in the Circuit Court of Palm Beach County, Florida. It is and shall be understood and agreed that SUA may act only through the SUA board. The Contractor may not rely on any representations by SUA other than as approved by the official action of SUA's board.

11. Payment

Terms of payment are outlined in the specific requirements.

12. Safety

The Contractor shall comply with all applicable safety regulations (OSHA, etc.) during the performance of the work. The Contractor shall provide necessary safety training for its employees and

verify that all equipment utilized complies with applicable safety regulations.

13. Licenses

The Contractor shall be properly licensed for work performed under this contract. Before commencing the work, the Contractor shall also obtain any other licenses, permits, insurance, etc., required to complete the work, including, without limitation, an occupational license from the municipality or county where the work is being performed.

14. Public Entity Crime

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

15. Compliance with Public Records Laws

The bidder/Contractor agrees that it will comply with all public record laws, including, but not limited to, Florida Statute Section 119.0701, as amended from time to time. Specifically, and without limitation, and hereby agrees to:

- a. Keep and maintain public records that, ordinarily and necessarily, would be required by the public agency to perform that service.
- b. Provide the public with access to public records on the same terms and conditions that the SUA would provide the records and at a cost that does not exceed the price provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the SUA all public records in possession of the (bidder/seller/contractor) upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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.

16. E-Verify

According to Florida Statute Section 448.095, the Contractor or subcontractors may not enter into an SUA contract to provide services to a public employer's project unless all parties register with and use the E-Verify system. SUA shall not enter into or renew a contract with the Contractor that is not enrolled in E-Verify. All Contractors/subcontractors are required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. SUA has the right to terminate any non-compliant vendor/contractor/subcontractor.

17. Debarred Firms

The Contractor has not and will not award a subcontract, in connection with any contract award to it because of the submitted bid, to any firm that has been disbarred for non-compliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other federal law.

BID NO: 40-552342-22  
SULFURIC ACID

**Certification of compliance with all conditions outlined in Section B,  
"Conditions of the Work and Contract."**

**The bidder (Contractor) has or will comply with all conditions in said Section B.**

Sulphuric Acid Trading Company, Inc.

\_\_\_\_\_  
Name of Firm Submitting Bid

Federal ID # 59-3424337

\_\_\_\_\_  
Florida Contractor's License Number

  
\_\_\_\_\_  
Signature of Authorized Official

Brent Shonka

\_\_\_\_\_  
Name of Authorized Official

General Manager

\_\_\_\_\_  
Title

Date: June 1, 2022

**SPECIFIC REQUIREMENTS**

1. **General**

The purpose of this specification document is to provide for the furnishing and delivery of Sulfuric Acid to the Seacoast Utility Authority's (SUA) Water Treatment Plant. The approximate annual requirements = 5,300 Tons.

2. Quantities stated are for Bidder's guidance only, and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for the 12 months. Said estimated amounts may be used for purposes of evaluating the low Bidder meeting the specifications set forth by SUA.

3. SUA requires a firm price for the Contract period. **NO** market adjustments to the product's price during the term of the existing contract will be allowed. All pricing shall be quoted to include the delivery point.

a. The only escalation that may be permitted is an increase in the freight rate. If the freight rate charge increases more than 15% from the start of the contract, proof of change and rate must be submitted to SUA for approval prior to making the rate effective.

b. Request for an increase in freight charges shall be accompanied by invoices, receipts, or any other documents showing a direct link to freight increase, such as a substantial increase in the price of fuel.

4. Bidder must demonstrate an active safety program from plant facilities to the delivery point, including:

a. Driver training in safe handling procedures

b. Routine safety inspection of delivery trucks

c. Compliance with I.C.C. and Florida D.O.T. Regulations

5. Sulfuric Acid shall be 93% H<sub>2</sub>SO<sub>4</sub> in-tank quantities of approximately 3,500 gallons.

a. Shipping is by bulk in accord with applicable regulations. Bidder shall assure that each delivery truck is in A-1 mechanical condition conforming to ICC Spec. MC-310 and MC-311 for Sulfuric Acid, a hazardous chemical and will have the following:

b. A capable driver trained in the proper handling of sulfuric acid and the use and operation of the equipment and certification of training. Extreme care should be taken when handling sulfuric acid. Workers (drivers) trained in the handling are expected to wear proper protective clothing, goggles, and face shields. Observation of drivers performing this duty with disregard for safety procedures will not be tolerated.

c. Upon entering the Hood Road Water Treatment Plant, the driver must observe all safety policies, rules, and approved standard operating procedures. The vehicle's means of identification shall be required, and the net weight of liquid contents shall be with certified scale reading. These shall be provided to the plant operator on duty prior to any attempt to make delivery. The typical quantity of delivery is 3,500 gallons. Compressed air is available at the storage tank site if needed.

- d. The supplier shall supply all necessary connectors and hoses required to offload the sulfuric acid shipment into SUA's bulk storage tanks. Supplier shall coordinate with SUA to confirm compatible connections & fittings.
6. The vendor shall supply a list of no less than three references that can verify the use of the product in a membrane drinking water plant in the State of Florida.
7. The manufacturer or vendor shall furnish an affidavit attesting that the sulfuric acid complies with all applicable specifications referenced within this document.
8. Vendor shall certify sulfuric acid as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals Health Effects. The evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be achieved by a certification organization accredited by the American National Standards Institute. A copy of that certification shall accompany the bid.
9. The manufacturer or vendor shall submit to Seacoast Utility Authority (SUA) a certified analysis of each shipment. The analysis shall include % (by weight)  $H_2SO_4$  content, iron, arsenic, lead, barium, cadmium, chromium, copper, cyanide, magnesium, mercury, selenium, and silver, and zinc contents. The iron content of the material shall not exceed 15 ppm of total iron, and the copper content of the material shall not exceed 2.0 ppm of total copper. If the acid does not meet these specifications, the load will be refused at no expense to SUA.
10. Successful vendor shall provide their Standard Operating Procedures for their drivers to SUA prior to the first delivery. A copy of the current Standard Operating Procedures for SUA shall be provided to the successful bidder prior to the first delivery. All procedures shall be reviewed for acceptance and in compliance with the provisions of OSHA, Subpart H, 1910.119, title "Hazardous Materials."
11. SUA will provide the latest information on the facilities OSHA 1910.120 Hazard Communication Program to the successful bidder. The vendor shall provide a list of approved drivers with their current training records and a copy of their driver's license. The approved drivers' list shall be maintained current.
12. The supplier of this product shall provide the most up-to-date version of the SDS sheet.
13. The supplier of this product shall provide safety training to all water plant personnel on the plant site at least once per year as arranged by SUA.
14. Each shipment shall include product analysis and a sample of not less than 50mL.



**QUESTIONNAIRE SHEET**

The BIDDER's responses to the following questions/requests will assist the Authority in evaluating whether the bidder is qualified, responsive and responsible. Incomplete, inadequate or false responses may, at the Authority's sole discretion and consistent with Florida law, be cause for Bid rejection. The undersigned, under penalty of perjury, attests to the truth and accuracy of all statements and answers herein contained.

1. State the true, exact, correct and complete name of the partnership, corporation, limited liability company or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

2. How many years has your organization been in business?

Sulphuric Acid Trading Company, Inc. (SATCO) has been in business since 1989.

3. Have you ever failed to complete work awarded to you; if so, where and why?

No

4. Provide the names, telephone numbers, and addresses of three corporations or individuals for which you have performed work in Palm Beach County of a type similar to the work which is the subject of this Bid. A listing of three such projects is preferred. However, at the Authority's sole discretion, a lesser number may be considered sufficiently responsive.

Palm Beach County System #3, Tom Hagar, 561-638-5086, 20 + years (active contract)

Collier County Regional WTP, Howard Brogeon, 239-252-5252, 24 + years (active contract)

City of Port St. Lucie, Bryan Hirsch, 772-863-6437, 14+ years (active contract)

5. Have your employees or Specialist personally inspected the site plan? Yes

6. The following is given as a summary of the Financial Statements of the undersigned. (List assets and liabilities and use insert sheet if necessary.)

Please see CONFIDENTIAL Financial Statements attached.

a. The correct name of BIDDER is: Sulphuric Acid Trading Company, Inc.

b. The business is a: Corporation

c. The address or principal place of business is:

3710 Corporex Park Drive, Suite 205, Tampa FL 33619

- d. The names of the corporate officers, or managers, or partners, or individuals doing business under a trade name are as follows:

Brent Shonka  
Name

Title President, Secretary  
Title

Toshiya Kitamura  
Name

Title Director  
Title

Christopher Clark  
Name

Title Treasurer  
Title

Hidenori Eto  
Name

Title Director  
Title

**BID PROPOSAL**  
**SULFURIC ACID**

1. Price Quotation Data:

- a. Price of delivered Sulfuric Acid per ton \$ 318.00
- b. Terms of payment Net 30 days from date of invoice, subject to credit approval and limit.
- c. Will you extend the same prices, terms, and conditions to other governmental agencies within Palm Beach County? Yes x No

2. Delivery Data:

- a. STATE YOUR METHOD OF DELIVERY FROM POINT OF MANUFACTURE TO SEACOAST UTILITY AUTHORITY.

Delivery will be made by primary licensed chemical transportation provider.

- b. STATE YOUR ALTERNATIVE METHOD OF DELIVERY FROM POINT OF MANUFACTURE TO SEACOAST UTILITY AUTHORITY IN THE EVENT OF A TRANSPORTATION CRISIS INVOLVING TRUCK, SHIP OR RAILCAR.

In the event primary provider is unable to deliver, delivery will be made by a secondary licensed chemical transportation provider.

3. Contact person for regular delivery order:

Name: Katie Bain  
Address: 3710 Corporex Park Drive, Suite 205, Tampa Fl 33619  
Telephone number: (813) 225-2000

4. Contact person for emergency delivery order:

Name: Katie Bain  
Address: 3710 Corporex Park Drive, Suite 205, Tampa Fl 33619  
Telephone number: (813) 225-2000

5. Technical Service Representative:

Name: Brian Despres  
Address: 4041 Maritime Blvd., Tampa FL  
Telephone number: (813) 247-1005

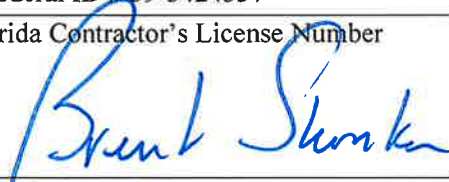
**BIDDER REQUIRED FORMS AND SIGNATURE VERIFICATION**

The following forms are required to be included along with this signed form in a bidder's submission, in the order noted below:

1. Bidder Required Forms and Signature Verification
2. Bid Proposal
3. Certification of Compliance with Conditions of the Work and Contract (attach page B-6)
4. Questionnaire – (including required attachments)
5. Certificate of Insurance
6. Materials Safety Data Sheet
7. Proof of Corporate Authority to Enter Into Agreements/Contracts
8. Safety Program

Sulphuric Acid Trading Company, Inc.  
Name of Firm Submitting Bid

Federal ID # 59-3424337  
Florida Contractor's License Number

  
Signature of Authorized Official

Brent Shonka  
Name of Authorized Official

General Manager  
Title

Date: June 1, 2022

(Attach Proof of Authorization)

**ACTION OF THE DIRECTORS  
OF SULPHURIC ACID TRADING COMPANY, INC.  
BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF ANNUAL MEETING**

The undersigned, constituting all the directors of Sulphuric Acid Trading Company, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the 1<sup>st</sup> day of December, 2020, the following resolutions and the actions specified therein:

**DELEGATION OF AUTHORITY TO GENERAL MANAGER**

RESOLVED, that, effective 12/11, 2020, Brent Shonka, General Manager, is hereby authorized and directed to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in his capacity as General Manager, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

These Resolutions will be effective on the latest date executed by all the directors of the Company set forth below:

EXECUTED: \_\_\_\_\_

辻 卓也

Takuya Tsujigaki, Director 12/23/2020

EXECUTED: \_\_\_\_\_

田中 隆志

Takashi Tanaka, Director  
Dec. 22, 2020

**SULPHURIC ACID TRADING COMPANY, INC.**  
**(A Wholly Owned Subsidiary of Sumitomo Corporation of Americas)**

**Financial Statements**

**March 31, 2021 and 2020**  
**(With Independent Auditors' Report Thereon)**



Mayer Hoffman McCann P.C.

13577 Feather Sound Drive, Suite 400 • Clearwater, FL 33762  
Main: 727.572.1400 • Fax: 727.571.1933 • www.mhmcpa.com

### Independent Auditors' Report

To the Board of Directors  
Sulphuric Acid Trading Company, Inc.:

We have audited the accompanying financial statements of Sulphuric Acid Trading Company, Inc. (a wholly-owned subsidiary of Sumitomo Corporation of Americas) ("SATCO") (the "Company"), which comprise the balance sheets as of March 31, 2021 and 2020, and the related statements of operations, shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SATCO as of March 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Mayer Hoffman McCann P.C.*

July 23, 2021  
Clearwater, Florida

**SULPHURIC ACID TRADING COMPANY, INC.**  
**(A Wholly Owned Subsidiary of Sumitomo Corporation of Americas)**

**Balance Sheets**

**March 31, 2021 and 2020**

*(In Thousands)*

Assets	<u>2021</u>	<u>2020</u>
<b>Current assets:</b>		
Accounts receivable, trade	\$ 5,559	4,143
Sulphuric acid inventory	3,713	4,288
Income tax receivable from parent company	-	876
Due from parent company	8,772	-
Prepaid expenses and other current assets	<u>265</u>	<u>94</u>
Total current assets	18,309	9,401
<b>Property, plant, and equipment:</b>		
Terminal and equipment	37,625	35,761
Furniture, fixtures, and computer equipment	375	372
Automobiles	13	13
Construction in process	<u>166</u>	<u>1,097</u>
Total property, plant, and equipment	38,179	37,243
Less accumulated depreciation	<u>(13,179)</u>	<u>(10,927)</u>
Property, plant, and equipment, net	25,000	26,316
<b>Right-of-use assets:</b>		
Right-of-use assets	20,647	13,330
Less accumulated amortization	<u>(1,776)</u>	<u>(920)</u>
Right-of-use assets, net	18,871	12,410
Deposits and other assets	<u>68</u>	<u>63</u>
Total assets	<u>\$ 62,248</u>	<u>48,190</u>
<b>Liabilities and Shareholder's Equity</b>		
<b>Current liabilities:</b>		
Line of credit, related party	\$ -	21
Accounts payable, trade	757	445
Accounts payable to related parties	3,646	1,142
Lease liabilities	746	704
Income tax payable due to parent company	1,190	-
Unearned revenue	137	134
Accrued liabilities	<u>1,395</u>	<u>1,919</u>
Total current liabilities	7,871	4,365
Lease liabilities - non-current	19,041	12,129
Deferred tax liability	<u>517</u>	<u>1,509</u>
Total liabilities	27,429	18,003
Shareholder's equity	<u>34,819</u>	<u>30,187</u>
Total liabilities and equity	<u>\$ 62,248</u>	<u>48,190</u>

See accompanying independent auditors' report and notes to financial statements.



**SULPHURIC ACID TRADING COMPANY, INC.**  
**(A Wholly Owned Subsidiary of Sumitomo Corporation of Americas)**

**Statements of Operations**

**For the Years Ended March 31, 2021 and 2020**  
*(In Thousands)*

	<b>2021</b>	<b>2020</b>
Revenues:		
Sulphuric acid	\$ 40,669	25,994
Terminalling	2,235	1,655
Other	1	220
Total revenues	42,905	27,869
Cost of sales	28,779	21,582
Gross margin	14,126	6,287
Selling, general, and administrative expenses	8,538	6,169
Operating profit	5,588	118
Other income:		
Interest income, net	21	2
Other income, net	20	42
Other income	41	44
Income before income taxes	5,629	162
Provision for income taxes	1,388	79
Net income	\$ 4,241	83



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
SULPHURIC ACID TRADING COMPANY, INC.

### Filing Information

<b>Document Number</b>	P97000008780
<b>FEI/EIN Number</b>	59-3424337
<b>Date Filed</b>	01/29/1997
<b>Effective Date</b>	01/22/1997
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	12/14/2010
<b>Event Effective Date</b>	NONE

### Principal Address

3710 CORPOREX PARK DR STE 205  
TAMPA, FL 33619

Changed: 12/14/2010

### Mailing Address

3710 CORPOREX PARK DR STE 205  
TAMPA, FL 33619

Changed: 12/14/2010

### Registered Agent Name & Address

CF REGISTERED AGENT, INC  
100 S. ASHLEY DRIVE  
SUITE 400  
TAMPA, FL 33602

Name Changed: 03/30/2016

Address Changed: 03/30/2016

### Officer/Director Detail

#### **Name & Address**

Title President, Secretary

SHONKA, BRENT  
 3710 CORPOREX PARK DRIVE  
 SUITE 205  
 TAMPA, FL 33619

Title Director

Kitamura, Toshiya  
 3710 CORPOREX PARK DR STE 205  
 TAMPA, FL 33619

Title Treasurer

Clark, Christopher  
 3710 CORPOREX PARK DR STE 205  
 TAMPA, FL 33619

Title Director

Eto, Hidenori  
 3710 CORPOREX PARK DR STE 205  
 TAMPA, FL 33619

#### Annual Reports

Report Year	Filed Date
2021	02/05/2021
2022	01/31/2022
2022	04/19/2022

#### Document Images

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<a href="#">12/14/2010 -- Amendment</a>	<a href="#">View image in PDF format</a>
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<a href="#">12/04/2009 -- Amendment</a>	<a href="#">View image in PDF format</a>
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<a href="#">06/25/2002 -- Amendment</a>	<a href="#">View image in PDF format</a>
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The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, April 12, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&Standard=060&>

---

### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

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#### Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive

Suite 205

Tampa, FL 33619

United States

800-633-1358

813-225-2000

**Facility :** Stockton, CA

#### Sulfuric Acid

##### *Trade Designation*

Sulfuric Acid

##### *Product Function*

Corrosion & Scale Control

pH Adjustment

##### *Max Use*

50mg/L

Sulphuric Acid

Corrosion & Scale Control

pH Adjustment

50mg/L

## Facility : Tampa, FL

### Sulfuric Acid

**Trade Designation**

**Product Function**

**Max Use**

Sulfuric Acid

Corrosion & Scale Control

50mg/L

pH Adjustment

Sulphuric Acid

Corrosion & Scale Control

50mg/L

pH Adjustment

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

---

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds



Sulphuric Acid Trading Company, Inc.

3710 Corporex Park Drive  
Suite 205  
Tampa, Florida 33619  
Telephone (813) 225-2000

Seacoast Utility Authority  
Bid No: 40-552342-22  
Sulphuric Acid

### **Certificate of Compliance**

The sulphuric acid represented by this bid complies with all applicable specifications referenced herein and will be sourced from SATCO's Terminal in Tampa, Florida; certified by **ANSI/NSF Standard 60, the NSF Drinking Water Additives Certification Program**. This Certification represents that this product conforms to all applicable requirements of **NSF Standard 60** and all applicable program policies.

## SAFETY DATA SHEET

This SDS complies with REACH 1907/2006 and 2001/58/EC, GHS REVISION 5, OSHA 29CFR 1910.1200

Issue Date: April 29, 2015

Revision Date: December 29, 2021

### Section 1: Chemical Product and Company Identification

**PRODUCT NAME:** SULPHURIC ACID 93 – 99%  
**FORMULA:** H<sub>2</sub>SO<sub>4</sub>  
**PRODUCT USE:** Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

#### CHEMICAL SUPPLIER COMPANY NAME

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive, Suite 205

Tampa, Florida 33619

Information 800-633-1358

Fax: 813-225-1001

Safety Data Sheet Competent Person: Brian Despres satco@satcoinc.net

#### EMERGENCY TELEPHONE

Chemtrec U.S.-Canada: 800-424-9300

Chemtrec International: 703-527-3887

SATCO Emergency: 800-633-1358

### Section 2: Hazards Identification

#### GHS Hazard Class



Skin Corrosive

Category 1

Eye Corrosive

Category 1

Acute Toxicity Oral

Category 5

Corrosive to Metals

Category 1

#### Signal word:

Danger

#### Hazard Statement:

H314

Causes severe skin burns and eye damage

H318

Causes serious eye damage

H301

May be harmful if swallowed

H290

May be corrosive to metals



<b>Precautionary</b>	Prevention	P260	Do not breathe dusts or mists.
<b>Statements:</b>		P280	Wear protective gloves/protective clothing/eye protection/face protection.
		P264	Wash hands thoroughly after handling.
		P234	Keep only in original packaging.
	Response	P301+P330+P331	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
		P303+P361+P353	IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
		P363	Wash contaminated clothing before reuse.
		P304+P340	IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
		P310	Immediately call a POISON CENTER or doctor/physician.
		P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
		P312	Call a Poison Control center or doctor/physician if you feel unwell
	P390	Absorb spillage to prevent material damage	
	Storage	P405	Store locked up.
		P406	Store in corrosion resistant container with a resistant inner liner.
	Disposal	P501	Dispose of contents/container by following the waste disposal requirements of your country, state, or local authorities.

Hazards not otherwise classified (HNOC) or not covered by GHS: None

**HAZARD CLASSIFICATION:**

Classified as hazardous based on IATA, IMDG, and DOT.

**FIRE AND EXPLOSION:**

Not considered flammable or combustible.

**POTENTIAL HEALTH EFFECTS:**

<0 % of mixture consists of ingredients of unknown acute toxicity

**APPEARANCE:**

Clear, colorless to amber (light)

**Section 3: Composition, Information on Ingredients**

PRODUCT COMPOSITION	APPROX %	CAS NO.	EINECS/ELINCS	CANADA DSL
Sulphuric Acid	>93	7664-93-9	231-639-5	Y
Water	<7	7732-18-5	231-791-2	Y

Some items on this SDS may be designated as trade secrets (TS). Bonafide requests for disclosure of trade secret information to medical personnel must be made in accordance with the provisions contained in 29 CFR 1910.1200-I 1-13.

## Section 4: First Aid Measures

### Description of First Aid Measures

Inhalation	Move victim to fresh air. If not breathing, provide CPR (cardio pulmonary resuscitation). Do Not use mouth-to-mouth if victim ingested or inhaled with substance: give CPR with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Get immediate medical attention.
Skin Contact	Immediately flush skin with running water for at least 15 minutes. (Pay particular attention to folds, crevices, creases, groin). Start flushing while removing contaminated clothing. While in transport continue applying cold, wet compresses. If medical treatment is delayed, repeat the flushing or immerse the affected area in cold water. Creams and ointments should NOT be applied before or during the washing process. Discard heavily contaminated clothing and shoes, otherwise wash clothing separately before reuse.
Eye Contact	Immediately flush eyes with running water for at least 15 minutes. Hold eyelids open during flushing. Get immediate medical attention.
Ingestion	DO NOT INDUCE VOMITING. Never give anything to an unconscious person. If victim is alert and conscious, rinse mouth with water to dilute material. Spontaneous Vomiting: have victim lean forward with head down to avoid aspiration. Rinse mouth and administer more water. Immediately contact local poison control center. Get immediate medical attention.

### Most important symptoms and effects, both acute and delayed

Symptoms/Injuries after Inhalation	Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.
Symptoms/Injuries after Skin Contact	May be harmful if absorbed through skin. Causes skin burns. Causes skin irritation.
Symptoms/Injuries after Eye Contact	Causes severe eye burns. Causes eye irritation.
Symptoms/Injuries after Ingestion	May be harmful if swallowed.

### Indication of any immediate medical attention and special treatment needed

Material is extremely destructive to tissue of the mucous membranes and upper respiratory tract, eyes, and skin., spasm, inflammation and edema of the larynx, spasm, inflammation and edema of the bronchi, pneumonitis, pulmonary edema, burning sensation, Cough, wheezing, laryngitis, Shortness of breath, Headache, Nausea, Vomiting, Pulmonary edema. Effects may be delayed, to the best of our knowledge; the chemical, physical, and toxicological properties have not been thoroughly investigated.

## Section 5: Fire-fighting Measures

### Suitable extinguishing media

#### Small Fire

Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

#### Large Fire

Flood fire area with large quantities of water while knocking down vapors with water fog. If insufficient water supply, knock down vapors only.

### Unsuitable extinguishing media

No information available

### Special hazards arising from the substance or mixture

Non-combustible  
Hazardous combustion products: Releases of sulfur dioxide at extremely high temperatures.

### Special remarks on Fire Hazards

Not flammable but highly reactive. Strong dehydrating agent, which may cause ignition of finely divided combustible materials on contact.

### Special remarks on Explosion Hazards

Reacts violently with water with the evolution of heat. Reacts with most metals, especially when diluted. Hydrogen gas release (extremely flammable, explosive).

### Protective actions fire-fighters

Wear standard protective equipment, self-contained breathing apparatus and full fire-fighting gear. Runoff from fire control may cause pollution. Neutralize run-off with lime or soda ash.

### Further information

Use water spray to cool unopened containers.

## Section 6: Accidental Release Measures

### Personal precautions, protective equipment, and emergency procedures

Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide sufficient ventilation, use respirator if ventilation is not satisfactory. Wear proper personal protective equipment (see Section 8).

### Environmental precautions

Prevent further leakage or spillage if safe to do so. Prevent spills or contaminated rinse water from entering sewers or watercourses. Inform the local authorities if the product has caused environmental pollution.

### Methods and materials for containment and cleaning up

**Small Spills:** Absorb with dry materials such as earth or sand. Place in a chemical waste container.

**Large spills:** Dike the spill with earth or sand if possible. Restrict access to area until completion of clean up. Ensure trained personnel conduct clean up. Use proper personal protection equipment (see Section 8). Prevent liquid from entering waterways or sewers. Collect into plastic containers for disposal. Call emergency services. Comply with Federal, Provincial/State and local regulations on reporting releases. (For disposal reference section 13).

## Section 7: Handling and Storage

### Precautions for safe handling

- Use only with adequate ventilation.
- Do not inhale vapors.
- Wear proper protective equipment when handling this material.
- Avoid contact with skin, eyes, or clothing.
- Wash hands and face after handling this material.

### Conditions for safe storage, including any incompatibilities

- Keep container closed when not in use.
- Utilize chemical segregation.
- Follow all applicable local regulations for handling and storage.

### Specific uses

Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

## Section 8: Exposure Controls/Personal Protection

### Control Parameters

PRODUCT COMPOSITION	ACGIH TLV	OSHA PEL	NIOSH REL
Sulphuric acid	0.2 mg/m <sup>3</sup>	1 mg/m <sup>3</sup>	1 mg/m <sup>3</sup>

### Exposure controls

#### VENTILATION:

Always provide good general, mechanical room ventilation where this chemical/material is used.

#### SPECIAL VENTILATION CONTROLS:

Use this material inside totally enclosed equipment, or use it with local exhaust ventilation at points where vapors can be released into the workspace air.

#### RESPIRATORY PROTECTION:

Follow the OSHA respirator regulations found in 29 CFR 1910.134 or the CEN European Standards (EU). Use a NIOSH/MSHA or European Standard (EN) approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.

#### PROTECTIVE GLOVES:

Neoprene, butyl, or nitrile rubber gloves are recommended.

#### EYE PROTECTION:

Safety glasses or splash goggles with face shield.

#### SKIN PROTECTION:

Complete personal protective equipment against chemical. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace. Recommended: Acid resistant rubber apron with long sleeves, boots.

#### WORK/HYGIENE PRACTICES:

Avoid breathing vapor. Avoid contact with eyes. Wash hands after handling.

#### OTHER EQUIPMENT:

Make safety shower, eyewash stations, and hand washing equipment available in the work area.

## Section 9: Physical and Chemical Properties

	PRODUCT CRITERIA
APPEARANCE - COLOR:	Clear, colorless to amber (light)
PHYSICAL STATE:	Liquid (oily liquid, clear to turbid)
ODOR:	Odorless
ODOR THRESHOLD	Not available
PH	<1 (1% solution/water)
MELTING POINT/FREEZING POINT:	-31°F to 52°F (-35°C to 11°C)
INITIAL BOILING POINT AND BOILING RANGE:	379°F to 621°F (193°C to 327°C) at 760 mm Hg
FLASH POINT:	Not Applicable
EVAPORATION RATE:	Not available
FLAMMABILITY (Solid, gas)	Not Available
UPPER/LOWER FLAMMABILITY OR EXPLOSIVE LIMITS	Not available
VAPOR PRESSURE	<1 Mm Hg, 77°F
VAPOR DENSITY (AIR = 1)	3.4 [Air = 1]
RELATIVE DENSITY (@25 °C):	1.84
SOLUBILITY(IES)	Yes (water)
OXIDIZING PROPERTIES	Not available
PARTITION COEFFICIENT: n-octanol/water	Not available
AUTO IGNITION TEMPERATURE	Not available
DECOMPOSITION TEMPERATURE	>340°C
VISCOSITY	28 – 36 cP @ 60°F

## Section 10: Stability and Reactivity

Reactivity:	Reacts violently with water, organic substances and base solutions with evolutions of heat and hazardous mists.
Chemical Stability:	Stable under recommended storage conditions.
Possibility of Hazardous Reactions:	Under normal conditions of storage and use will not occur. Reacts violently with water
Conditions to Avoid:	Heat, sources of ignition
Incompatibility (Materials to Avoid):	Bases, Halides, Organic materials, Carbides, fulminates, Nitrates, picrate's, Cyanides, Chlorates, alkali halides, Zinc salts, permanganates, e.g. potassium permanganate, Hydrogen peroxide, Azides, Perchlorates., Nitromethane, phosphorous, Reacts violently with:, cyclopentadiene, cyclopentanone oxime, nitroaryl amines, hexalithium disilicide, phosphorous(III) oxide, Powdered metals
Hazardous Decomposition Products:	Possibility of decomposition if heated and in contact with sources of ignition. Release of toxic gases and vapors (sulfur oxides SO <sub>2</sub> , SO <sub>3</sub> ).

## Section 11: Toxicological Information

GHS Required Criteria	Toxicity Criteria	Toxicity Information	Comments	Chemical Constituent
Acute Toxicity	LD50 (Oral/Rat):	2140 mg/kg		Sulphuric acid
	LC50 (Inhalation/Rat):	510 mg/m <sup>3</sup>	2 hours	Sulphuric acid
Skin Corrosion/Irritation	Skin - Rabbit - Extremely corrosive and destructive to tissue.			Sulphuric acid
Serious Eye Damage / Eye Irritation	Eyes - Rabbit - Corrosive to eyes			Sulphuric acid
Respiratory or Skin Sensitization		Data not available		
Germ Cell Mutagenicity		Data not available		
Carcinogenicity		Not listed	NTP	
		Not listed	IARC	
		Not listed	OSHA	
Reproductive Toxicity		Data not available		
STOT -- Single Exposure		Data not available		
STOT -- Repeated Exposure		Data not available		
Aspiration Hazard		Data not available		

STOT = Specific Target Organ Toxicity

## Section 12: Ecological Information

Toxicity:	Toxicity to fish LC50 - Gambusia affinis (Mosquito fish) - 42 mg/l - 96 h	Sulphuric acid
	EC50 - Daphnia magna (Water flea) - 29 mg/l - 24 h	Sulphuric acid
Persistence and degradability:	No information is available.	
Bioaccumulative potential	No information is available.	
Mobility in soil:	No information is available.	
PBT and vPvB assessment:	No information is available.	
Other adverse effects:	No information is available.	

## Section 13: Disposal Considerations

**Waste from residues/unused products:** Follow the waste disposal requirements of your country, state, or local authorities. Contact a licensed professional, waste disposal service to dispose of this material. Dissolve or mix the material with a combustible solvent and burn in a chemical incinerator equipped with an afterburner and scrubber. Offer surplus and non-recyclable solutions to a licensed disposal company.

**Contaminated packaging:** Contaminated packaging material should be disposed of as stated above for residues and unused product.

**Rinse:** Do not dispose of rinse water containing product in a sanitary sewer system or stormwater drainage system.

## Section 14: Transport Information

### ROAD TRANSPORT:

#### ADR = International Carriage of Dangerous Goods by Road

UN NUMBER:	UN 1830
DOT PROPER SHIPPING NAME	Sulfuric Acid
DOT / ADR HAZARD CLASS:	Corrosive
DOT / ADR LABELS:	Class 8
PLACARD:	Corrosive, Class 8



DOT / ADR PACKAGING GROUP:	II
REPORTABLE QUANTITY (RQ)	1000 LBS (454 Kgs)

### SEA TRANSPORT: IMDG

PROPER SHIPPING NAME	Sulfuric Acid
UN NUMBER SEA	UN 1830
CLASS:	8
PACKING GROUP:	II
EmS No.:	F-A, S-B
MARINE POLLUTANT:	No
SEA TRANSPORT NOTES:	Category C. For Steel drums Category B.

### AIR TRANSPORT: IATA/ICAO

UN NUMBER:	UN 1830
PROPER SHIPPING NAME	Sulfuric Acid
HAZARD CLASS:	8
PACKAGING GROUP:	II

## Section 15: Regulatory Information

### TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:

This product is in compliance with rules, regulations, and orders of TSCA. All components are listed on the TSCA Inventory.

### SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA) TITLE III SECTION 313 SUPPLIER NOTIFICATION:

This regulation requires submission of annual reports of toxic chemical(s) that appear in section 313 of the Emergency Planning and Community Right To Know Act of 1986 and 40 CFR 372. This information must be included in all SDS's that are copied and distributed for the material.

The Section 313 toxic chemicals contained in this product are: Sulfuric acid

### CALIFORNIA PROPOSITION 65:

This regulation requires a warning for California Proposition 65 chemical(s) under the statute.

The California proposition 65 chemical(s) contained in this product are: None

**STATE RIGHT-TO-KNOW TOXIC SUBSTANCE OR HAZARDOUS SUBSTANCE LIST:**

Florida Toxic Substance(s):	Not listed
Massachusetts's hazardous substance(s):	Sulfuric acid
Pennsylvania hazardous substance code(s):	Sulfuric acid
New Jersey	Sulfuric acid

**CANADA:**

This SDS contains all of the information required by the Controlled Products Regulations (CPR).

**WHMIS-INFORMATION:**

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR), SOR/88-66, Current to February 20, 2012. The classes of controlled products listed in the CPR, Section 32, Part IV, have been reviewed and based on Professional Judgment this product has been determined to be WHMIS controlled as a corrosive material.

Sulphuric acid:

D1A - Poisonous and infectious material - Immediate and serious effects - Very toxic

E - Corrosive material

**EUROPEAN UNION:**

This product has been reviewed for compliance with the following European Community Directives: REACH 1907/2006; Regulation (EC) No 1272/2008 on classification, labeling, and packaging (CLP) of substances and mixtures. None of the chemicals used in this product are on the EU's REACH SVHC (Substances of Very High Concern) chemicals list (as of June 16, 2014).

## Section 16: Other Information

**NFPA Rating:**

Component	Health (Blue)	Flammability (Red)	Reactivity (Yellow)	Special (White)
<b>SULPHURIC ACID</b>	3	0	2	W

Initial issue date: April 29, 2015  
 Final revision date: April 29, 2015  
 Revision Number: 0  
 Revision explanation: Initial version  
 Information Sources: RTECS, ECHA, REACH, OSHA 29CFR 1910.1200

**“Disclaimer: This document is generated to distribute health, safety and environmental data. It is not a specification sheet and none of the displayed data should be construed as a specification. Information on this SDS sheet was obtained from sources which we believe are reliable, and we believe that the information is complete and accurate. However, the information is provided without any warranty, express or implied, regarding its correctness. Some of the information presented and conclusions drawn are from sources other than direct test data of the substance. The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may also be beyond our knowledge. It is the user’s responsibility to determine the suitability of any material for a specific purpose and to adopt such safety precautions as may be necessary. If the product is used as a component in another product, this SDS information may not be applicable. For these reasons, we do not assume any responsibility and expressly disclaim liability for any loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of this product.”**



Product Sulphuric Acid



2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO.

13735

OCC. CODE

RENEWAL

380.003001 WHOLESALE MERCHANT/RETAIL SALES

Receipt Fee 30.00

Hazardous Waste Surcharge 0.00

Law Library Fee 0.00

BUSINESS SATCO  
4041 MARITIME BLVD  
TAMPA, FL 33605

2021 - 2022

NAME SATCO  
MAILING 3710 CORPOREX PARK DR STE 205  
ADDRESS TAMPA, FL 33619

Paid 20-626-004844

07/20/2021 30.00

**BUSINESS TAX RECEIPT**

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

Receipt # **1267737** | Control No. **0049215**

For Period Commencing **JULY 1ST, 2021** | and ending **September 30, 2022**

Total: **\$6,846.01** | Dated **08/17/2021** | Application No. \_\_\_\_\_

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
<b>087620</b>	<b>INVENTORY</b>	<b>\$6604.49</b>
<b>087158</b>	<b>CHEMICALS WHSL</b>	<b>\$231.52</b>
<b>993000</b>	<b>ADMIN HANDLING FEE</b>	<b>\$10.00</b>

**CITY OF TAMPA  
TAX RECEIPT  
BUSINESS  
TAX  
DIVISION**

**PAID**

By: TCD

Business Name and Address

SATCO  
3710 CORPOREX PARK DR STE 205  
TAMPA, FL 33619-1160

Business Name and Location

SATCO  
4041 MARITIME BLVD  
TAMPA FL 33605-6849

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Sulphuric Acid Trading Company, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input checked="" type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>3710 Corporex Park Drive, Suite 205</b></p> <p><b>6</b> City, state, and ZIP code <b>Tampa, FL 33619</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
5	9		-	3	4	2	4	3	3	7

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>2/28/20</u>
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Date: 07/21/2021

Dear Sulphuric Acid Trading Co, Inc.,

This letter acknowledges that your employees are under a co-employment relationship with Landrum Professional Employer Services (LandrumHR). As a co-employer for these employees, LandrumHR is the employer of record for payroll processing, payroll tax reporting and for various other administrative purposes.

It is LandrumHR's firm policy that all persons are entitled to equal employment opportunity regardless of race, color, religion, gender, national origin, age, disability, marital status or veteran status. In compliance with all federal and state civil rights laws, LandrumHR advises its clients to make every effort to employ and promote the most qualified individuals without regard to the above factors.

Additionally, as a service to you, LandrumHR has participated in the E-verify Program since June 4, 2004 (which is currently under the Department of Homeland Security). Since that time, any of your employees that were hired through LandrumHR were processed through the E-verify Program for I-9 purposes. LandrumHR's E-verify company ID number is 7547.

As applicable, we can provide the case detail that supports that certain employees of your Company are eligible to work in the United States and have been fully verified by the Department of Homeland Security.

Please direct any questions regarding these matters to my attention at (850) 476-5100.

Sincerely,

Michelle Roberts  
Associate HR Director

---

 800-888-0472  [Landrumhr.com](http://Landrumhr.com)

 Full-Service HR Outsourcing  Recruiting & Staffing  Human Resources Consulting  PEO (Professional Employer Organization)

## Company Information

**Company Name**  
Landrum Companies, Inc  
**DUNS Number**  
--

**Company ID Number**  
7547

**Doing Business As (DBA) Name**  
--

### Physical Location

**Address 1**  
6723 Plantation Road

**Address 2**  
--

**City**  
Pensacola

**State**  
FL

**Zip Code**  
32504

**County**  
ESCAMBIA

### Mailing Address

**Address 1**  
--

**Address 2**  
--

**City**  
--

**State**  
--

**Zip Code**  
--

### Additional Information

**Employer Identification Number**  
592827838

**Administrator**  
--

**Total Number of Employees**  
10,000 and over

**Parent Organization**  
--

### Organization Designation

**Employer Category**  
--

[View / Edit](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2022

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 have ADDITIONAL INSURED provisions or 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> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	<b>FAX (A/C, No):</b> 1-888-467-2378
<b>INSURED</b> Sulphuric Acid Trading Company Inc. (SATCO) 3710 Corporex Park Drive, Suite 205 Tampa, FL 33619	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Insurance Company of P	19445
	<b>INSURER B:</b> Mitsui Sumitomo Insurance USA Inc	22551
	<b>INSURER C:</b> Illinois Union Insurance Company	27960
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** W24443208**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	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			45780547	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8302070	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$ 1,000,000 \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB			45780550 (50%)	04/01/2022	04/01/2023	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 25,000
	<input type="checkbox"/> <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				PER STATUTE OTH-ER	
C	<b>Environmental Pollution Liability</b>			PPL G24883930 007	04/01/2020	04/01/2023	EACH OCCURRENCE AGGREGATE Ded	\$ See Attached \$ See Attached \$
							E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

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

This voids and replaces previously issued certificate dated 03/31/2022 with ID: W24405241.

Bumbershoot Liabilities - \$20M x/s \$5M limit policy nos. and underwriters are as follows:

National Union Fire Insurance Company of Pittsburgh, PA

\$10,000,000 (50%)

**CERTIFICATE HOLDER****CANCELLATION**

Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, FL 33410	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  <i>Heather Marchand</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Sulphuric Acid Trading Company Inc. (SATCO) 3710 Corporex Park Drive, Suite 205 Tampa, FL 33619	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy # 45780550

Liberty Mutual Insurance Company  
 25% (\$5,000,000)  
 Policy # NYABZ03R003

Mitsui Sumitomo Insurance Company of America  
 25% (\$5,00,000)  
 Policy # OLM2510005

Certificate holder is included as an Additional Insured as respects to General Liability



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2021

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 have ADDITIONAL INSURED provisions or 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> Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401  www.LibertyMutual.com	<b>CONTACT NAME:</b> Landrum Human Resource Companies, Inc.	
	<b>PHONE (A/C, No, Ext):</b> 850-476-5100	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> COI@Landrumhr.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	23035
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 65825661 **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"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						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	WA2-65D-428303-062	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation coverage for Employees leased to but not subcontractors of Sulphuric Acid Trading Company, Inc.  
 3710 Corporex Park Drive, Suite 205 Tampa, FL 33619.  
 Waiver of subrogation is included in favor of the certificate holder, where required by written contract, and where applicable by law.

<b>CERTIFICATE HOLDER</b>  Seacoast Utility Authority 4200 Hood Rd Palm Beach Gardens FL 33410	<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.  <b>AUTHORIZED REPRESENTATIVE</b>  Chelsea Miller
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## Training Guide for Handling Sulfuric Acid (Strong Acids)

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### 1. ACCIDENT PREVENTION

- i. While sulfuric acid's reactive properties make it invaluable in numerous industrial processes, its corrosive and reactive properties makes it extremely hazardous when it comes in contact with organic substances, such as the sugars, fats and proteins that make up human tissue.
- ii. Prompt emergency measures can help minimize the effects of an accidental burn, but the goal is prevention by consistently adhering to established safe operating procedures.
- iii. Dilution
  - a. Acid's reactive and corrosive nature and strong affinity for water create a special hazard when acid is being diluted. Although in daily life it comes naturally to add water to dilute a substance, you should never add water to sulfuric acid.
  - b. The first drops of water entering the acid will be attacked so ferociously they will boil, splattering undiluted acid out of the vessel. Instead, when diluting, always add the acid to the water slowly while stirring. The larger volume of water will absorb and dissipate the heat generated by the reaction.
  - c. Reactivity Hazards
  - d. Sulfuric acid by itself is not flammable. However, it will react with most metals, especially when dilute and hydrogen gas (extremely flammable and explosive) may be generated. Strict adherence to no-smoking rules and the use of hydrogen meters, spark-proof tools and inspection lamps is essential, especially if any activity is planned for the tank or piping system that may cause sparking (e.g., welding, hammering or cutting).
  - e. Sulfuric acid has a strong affinity for water and will react violently and generate heat when coming into contact with water or if mixing different strengths of sulfuric acid.
  - f. Sulfuric acid will react violently with alkaline solutions, metal powders, carbides, chlorates, fulminates, nitrates, picrates and strong oxidizing, reducing or combustible organic materials, all with the resulting evolution of heat and possible explosion hazard. Extra care and attention should be paid when acid is in a confined tank/container or vacuum truck to ensure their contents last contained are compatible or the tank has been washed and purged.
  - g. Sulfuric acid mist is a human carcinogen and good ventilation must be provided to keep mist concentrations below the exposure limits (0.2 mg/m<sup>3</sup>). Avoid breathing sulfuric acid mist and wear approved respiratory protection if adequate ventilation cannot be provided.
  - h. Hazardous gases are evolved if sulfuric acid comes in contact with chemicals such as cyanides, sulfides and carbides.

### 2. GENERAL PRECAUTIONS

- i. The properties of sulfuric acid dictate the design, fabrication and operation of storage facilities, as well as how sulfuric acid is handled. Its corrosive, reactive nature, strong affinity for water and high specific gravity are three major considerations. Before the construction

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- of a storage or handling system, advice must be obtained from a competent engineering department or consultant and codes and regulations must be recognized.
- ii. At each point where sulfuric acid is handled, there must be ready access to safety showers and eye wash stations. There must be a minimum of 15 minutes of warm water at a high enough volume to drench the user. Stations must be equipped with an automatic alarm system designed to summon help from adjacent areas. Safety showers must be supplied with 25 to 33 degree C (78 to 92 degree F) tepid water and have a minimum flow rate of 20 USGPM, be within a 10 second unobstructed walk on the same level as the hazard and be "weatherized" (freeze protected) to meet OSHA standards.
  - iii. The safe handling of sulfuric acid from tank trucks and tank cars by the application of air pressure or by gravity requires careful attention to proper procedures and should be conducted by trained personnel wearing proper protective clothing.
  - iv. Smoking or other sources of ignition should not be permitted near tank cars or trucks, whether full or empty. Tank cars and trucks should be accurately spotted at the unloading line. For safety reasons, it is recommended that at least two persons be present during unloading.
  - v. The hygroscopic nature of sulfuric acid means that any moisture entering a tank will be absorbed and, over time, will create a "weak acid" top layer which will be more corrosive than the concentrated acid resulting in a corrosion problem. If the storage tank content is not turned over frequently, this corrosive layer will result in corrosion rings on the inside of the tank, which will decrease the life of the tank or could actually result in a leak if allowed to continue.
3. Product Identification: Sulphuric acid (sulfuric)
    - i. Synonyms: oil of Vitriol, battery acid
    - ii. Formula: H<sub>2</sub>SO<sub>4</sub>
  4. Composition:
    - i. Less or more than 30% (UN1831) free sulfur trioxide
    - ii. Not more than 51% (UN2796)
    - iii. More than 51% (UN1830) Including 98 & 93%
    - iv. Spent sulfuric acid (UN1832)
  5. Physical Data:
    - i. Appearance and Odor: Clear, colorless, odorless oily liquid
    - ii. Specific Gravity (H<sub>2</sub>O=1 (8.334 lbs. per gal.) – 1.84 (15.3 lbs. per gal.)
    - iii. PH, 1% SOLUTION – Approximately 1
  6. Fire and Explosion Hazard Data:
    - i. Does not burn
    - ii. Reacts with many metals to form flammable and explosive hydrogen gas.
    - iii. Contact with water causes evolution of heat, and may cause spattering. (read SDS for more information dealing with emergency response precautions)
  7. Reactivity Data
    - i. Stability: stable under normal conditions.

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- ii. Incompatibility: Reacts with many metals to form flammable and explosive hydrogen gas.
- iii. Reactive to water, strong alkalis, strong oxidizers, and combustible materials. (read SDS for more precautions)
- 8. Health Hazard Data:
  - i. Ingestion: moderately toxic, Skin: Extremely irritating and corrosive, Eye Extremely irritating and corrosive. Inhalation: Highly toxic
- 9. First Aid:
  - i. Do not induce vomiting
  - ii. Skin contact: Remove from contaminated area and immediately flush with large amounts of water for 20 minutes.
  - iii. Eye contact: Flush immediately with large amounts of water for at least 20 minutes. Hold eyelids away from the eyeball ensure thorough rinsing. Do not wait for symptoms to develop, get immediate help.
  - iv. Inhalation: Remove affected person from source of exposure. If not breathing then CPR. If breathing is difficult, then give oxygen. Keep affected person at rest. Give immediate medical attention.
- 10. Personal Protective Equipment (PPE)
  - i. Do not wear Contact lenses
  - ii. Hardhat with Face shield & Velcro
  - iii. Goggles worn under face shield
  - iv. Splash bib attached with Velcro
  - v. Acid Jacket and Pants
    - 1. Proper maintenance of the suit
    - 2. Cuffs
  - vi. Gloves: PVC or Neoprene
  - vii. Boots, Acid resistant rubber with steel toe
  - viii. Prior to suiting up, the suit and "acid designated" gloves and boots should be checked for holes. Gloves can be checked by immersing them in water. Gloves should be loose enough to be easily removed in case acid enters them. To help prevent this, sleeves should be worn outside the gloves.
  - ix. Trouser cuffs should be worn outside the boots to prevent acid from draining into them.
  - x. For eye and face protection, a full-face shield with safety goggles must be worn. Requirement details vary by facility and work being performed. However, it is essential that eye protection is provided from all angles because the first reflex if splashed is to turn the head side to side. If desired, a full acid hood can be worn for additional protection.
- 11. Environmental Information:
  - i. Reportable quantity: 1,000 lbs. or 65.23 gal.
  - ii. Do not apply water unless directed to do so
  - iii. Do not put water on leak area
  - iv. Do not get water inside container
  - v. Hydrated lime may be used to neutralize residue

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### 12. EQUIPMENT: (Ours and theirs)

- i. Hoses
  - a. Visual inspection prior to use
    - i. Proper hoses, made out of what material
    - ii. Damaged hoses
    - iii. Cross contamination
    - iv. Handling hoses
    - v. Clean connections
  - b. Fittings and connections
    - i. Cam-lock connections and "The Hosack Story"
    - ii. Customer connection and piping
      - 1. The TBW story
  - c. Chemical Resistance
    - i. SS 316 and 304
    - ii. Corrosion depends on area and concentration.

### 13. PROCEDURES

- i. Attendance requirements:
  - 177.834(i)(3) states: Except for unloading operations subject to §§ 177.837(d), 177.840(p), and 177.840(q), a qualified person "attends" the loading or unloading of a cargo tank if, throughout the process, he is alert and is within 7.62 m (25 feet) of the cargo tank. The qualified person attending the unloading of a cargo tank must have an unobstructed view of the cargo tank and delivery hose to the maximum extent practicable during the unloading operation.*
- ii. Proper Fittings: only authorized fitting are cam-lock and 4 bolt flange and dry disconnect, any other method of unloading must be approved by the VP, KCIT.
- iii. Filling of Totes and portable tanks: On occasion a customer will request that we unload our trailer into portable storage tanks (totes) while their operator uses a fill nozzle. This is a potentially dangerous operation and must be pre-approved by dispatch and pre-evaluated by the safety manager. Approved unloading is accomplished by gravity only and NOT using air pressure to pressurize the tank. Any deviations from KCIT's policy must be approved by the VP, KCIT.
- iv. Double checking, walk around after completing loading and unloading.
- v. Zero drip policy and the use of buckets
- vi. Communicating with the customer: Will the load fit?
- vii. Pressure relief valves and unloading: Check the pressure gauge to ensure that it does not exceed 30 psi.

### 14. PROPER PACKAGING AND SECUREMENT

Proper securement:

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last updated: 7/30/14 (KMS)

**THESE NOTES ARE TAKEN FROM AN SDS: (This is a summary and NOT a complete SDS)**

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- i. 177.834 (j) *Except for a cargo tank conforming to § 173.29(b)(2) of this subchapter, a person may not drive a cargo tank motor vehicle containing a hazardous material regardless of quantity unless:*
  - (1) *All manhole closures are closed and secured; and*
  - (2) *All valves and other closures in liquid discharge systems are closed and free of leaks, except external emergency self-closing valves on MC 338 cargo tanks containing the residue of cryogenic liquids may remain either open or closed during transit.*
- ii. Gaskets: Dorne lid gaskets can be tan or black but not white. White gaskets are food grade and not resistant to strong acids or bases. Fittings: Black gaskets are usually rubber which is NOT resistant to sulfuric acid.
- iii. Volumes: Go over a calibration chart for familiarity.
- iv. Trailer inspections VIKT and what they mean: explain the process
- v. Proper equipment for the product i.e. using the proper liner for the acid strength. Explain the difference between products and the tanks that can haul them. A trailer lining gets its strength from a chemical and physical bond between the trailer and the coating. This bond can be broken by an incompatible chemical that the liner material was not engineered to resist, it can also be compromised by elevated temperatures, physical damage, such as chipping or scratching, and abrasion caused by suspended particles in the cargo. Seemingly weak chemicals can have a devastating effect on a liner where stronger ones might not.

### 15. SAFETY

- i. Site assessment
  - a. **Unsafe conditions** in the process; ordering; check-in; untrained plant personnel; mechanical loading system, or peripheral systems.
  - b. **Unsafe actions** can be caused by persons in the plant taking short-cuts, failing to communicate effectively, unsafe operation of equipment, and many other actions that can elevate risk to a dangerous level.
- ii. Safety Showers and Eye Wash Stations
  - a. Safety showers and eye wash stations with alarms must be located wherever acid is being handled, and must be checked daily.
  - b. Safety showers must be located within a **10 second unobstructed walk on the same level as the hazard**. Safety showers must be supplied with tepid water (25 to 33 degree C / 78 to 92 degree F) and provide a minimum 15 minutes of 20 USGPM flow rate to meet OSHA standards. If the possibility of freezing exists, freeze protection must be provided.
  - c. If the loading or unloading area has two levels, a safety station must be located on **each level**. Showers should also be located in nearby buildings, so that one is always accessible if a spill makes others unusable. Daily testing ensures correct operation and appropriate water temperature. Water should be tepid because an accident victim will have to stay under the shower for at least 15 minutes. An alarm, triggered automatically

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by the use of the shower or eye wash station, is a signal for co-workers to immediately provide assistance.

- iii. Under normal conditions some accumulation of pressure may occur in enclosed spaces, such as capped hoses, trailer, and piping.

### 16. Proper Fittings

- i. Use only proper cam-lock or 4 bolt fittings
  - a. Improper fittings and unusual requests

### 17. Filling totes or other containers

- i. You are not authorized to fill totes using your equipment
- ii. You may be dispatched to a customer that fills totes – there are strict guidelines and rules that must be followed by you and the customer.

### 18. Incidental Spills

- i. Emergency response
- ii. Notification
- iii. Clean-up

### 19. Non-Incidental Spills

- i. Spills on the highway
- ii. Unloading and loading stations
  - a. Emergency shut-off
  - b. Turn off the air supply and relieve the air pressure from the tank
- iii. Emergency response
  - a. In the event of a small spill, contain and neutralize the acid with soda ash, or lime. Then, from a safe distance, an experienced operator can dilute it using large quantities of water. Since the area will become slippery, care should be taken.
  - b. Know the legal notification requirements that apply to your site or business.
  - c. Larger spills should be contained and appropriate action taken. Clean-up and disposal should be carried out by experienced personnel or a qualified contractor. For containment and clean-up advice, you may call the NorFalco emergency response team at the phone numbers above. Ensure all response and remediation is done in compliance with applicable regulations.
  - d. Always refer to the Safety Data Sheet for details on the safe handling of sulfuric acid. Every company involved in the handling of sulfuric acid should develop its own emergency measures plan, which includes posting important contacts and phone numbers at key locations in the plant, and in training and operating manuals.
  - e. Notification

### 20. SECURITY

- i. Sulfur

### 21. CASE STUDIES: Unsafe actions that resulted in a spill

- i. Do not apply air pressure prior to opening the unloading valve.

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- ii. Do not vent trailer going down the road.
- iii. Danger of putting residue back in the trailer.
- iv. Air pressure danger with acid mist.
- v. Leaving pressure on the trailer for someone else to get hurt.
- vi. Leaving acid in hoses for someone else.
- vii. Leaving acid trapped in lines at the customer.
- viii. Sticking the hose into the top of a tank.
- ix. Three way valves.
- x. Wrong tank.
- xi. Over flow.
- xii. Split load.
- xiii. Pressure left in your unloading line.
- xiv. Turning off the air too soon and acid traveling back to the tractor.
- xv. Air inlet valve left open.
- xvi. Workers in the unloading or loading area.
- xvii. Not pulling up the catwalk.
- xviii. Dome lid not closed.
- xix. Washing out trailer with a heel of SA.
- xx. Leaving acid in hose that was dropped for maintenance or pressure testing.
- xxi. Leaving acid in the discharge then sending it to the shop for maintenance.
- xxii. Dropping the loaded trailer without support.
- xxiii. Cross contaminating the load with previous product hauled.
- xxiv. Loading the wrong load or product.
- xxv. Delivering to the wrong customer.
- xxvi. Customer helping open and closing valves.
- xxvii. Wrong gasket material.
- xxviii. Bleed valve left open.
- xxix. Water hose left on at customer causing catch basin to overflow.
- xxx. Mechanical failure that punctured tank and driver did not relieve pressure.

## Driver's Vehicle Inspections Policy

KC Industries Trucking, LLC is committed to following a strong daily inspection program. Department of Transportation (DOT) regulations require commercial motor vehicles to be inspected every day they are operated. Our daily inspection procedures will help prevent accidents and breakdowns, help avoid DOT penalties, and provide a sound basis for a good inspection and maintenance program. Daily inspection of vehicles will help prevent small problems from becoming big problems.

## Driver's Vehicle Inspections Procedures

### Driver Pre-trip Inspection

Each driver must be satisfied that equipment is in proper working condition prior to operating a vehicle.

This includes the following equipment:

- Service brakes, including trailer brake connections
- Parking (hand) brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear vision mirrors
- Wheels and rims
- Coupling devices
- Emergency equipment

Each driver must also be satisfied that cargo is properly distributed and secured. The vehicle's cargo or other objects must not obscure the driver's view or interfere with the driver's movement.

The driver will also review the last completed Driver's Vehicle Inspection Report (if and when such a report was required) to verify that any needed repairs were made to the vehicle. If an authorized signature certifies that defects were corrected or that correction was unnecessary, the driver shall sign the third signature line of the form. If the defects noted were not acknowledged by an authorized signature, the driver shall not drive the vehicle until the defects are handled appropriately.

### Driver on-the-road inspections

Unless the driver has been ordered not to inspect the cargo or inspection is impractical, the driver must examine the cargo and its load securing devices within the first 50 miles of the trip and make any necessary adjustments.

Once on the road, the driver must reexamine his/her vehicle and cargo:

- at each change of duty status,
- after driving for 3 hours; or
- after driving for 150 miles,

whichever occurs first.



If a problem is found, the driver will either have the necessary repairs or adjustments made prior to operating the vehicle, or safely travel to the nearest repair facility. (See Vehicle Breakdown and Road Repair Procedure)

If the vehicle contains hazardous materials, the driver must examine its tires at the beginning of the trip and each time the vehicle is parked.

### **Driver post-trip inspection report**

When a driver is done operating a vehicle for the day (including any trailers), he/she must inspect the vehicle and report any safety-related defects or deficiencies so repairs can be made before the vehicle is driven again.

Drivers of property-carrying vehicles must prepare and submit an inspection report even if there are no defects or deficiencies to report.

KC Industries Trucking, LLC will use an inspection report form that has an original and Vehicle inspections reports are to be done on the Qualcomm. copy (copies).

A sample of the inspection report form to be used is attached.

The vehicle must be identified on the report. The regulations require that any defects in the following equipment items be noted:

- Service brakes including trailer brake connections
- Parking (hand) brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear vision mirrors
- Coupling devices
- Wheels and rims
- Emergency equipment

The driver must also note any other defects that would affect the safe operation of the vehicle or result in its mechanical breakdown. The report must also indicate if no defects are found. The driver must sign the report.

No defects: When no safety related problems are reported by the driver, the driver submits Vehicle Inspection Reports are done on the Qualcomm. copies of the inspection report to the Vehicle Inspection Reports done on the Qualcomm go to the Maintenance Department, Safety Department, and Operations Department..

Defects: When a driver reports safety related problems, he/she submits all copies to the On the Qualcomm.. The repair facility. will sign the report indicating that repairs have been made (or are not required to be made). The vehicle inspection report must be signed by the next driver to operate the vehicle.

The original copy of the inspection report and certification of repairs will be retained In the Qualcomm..

(enter your answer)

The original copies of inspection reports on which no defects were noted will be retained for 3 months.. The original copies of inspection reports on which defects were noted, and the certification of repairs, will be retained for 3 months..