

E-BID #20220091  
Ammonium Anhydrous to the City's Water Treatment Plants  
Cost Worksheet - Schedule A  
Attachment B

Company Name: Airgas Specialty Products, Inc.

Line #	Description	Unit	Qty	Unit Price	Total Amount
1	Ammonium Anhydrous	LBS	82,000	\$ 1.33	\$ 109,060.00
2				<b>TOTAL</b>	<b>\$ 109,060.00</b>

Note: Unit prices are limited to 2 decimals.

Example: \$5.2555 is not acceptable - \$5.25 is acceptable.

Contractor Signature: Jill Morton

Contractor's Name: Jill Morton

Contractor's Phone Number: 470-701-0446

Contractor's Email Address: US-ASPCONTRACTS@AIRGAS.COM

**CITIBANK DELAWARE**  
One Penns Way  
New Castle, DE 19720  
Drawer: CITIBANK DELAWARE

**OFFICIAL  
CHECK**

CITIBANK DELAWARE  
NEW CASTLE, DE 19720

**150959**

62-20  
311

8/24/2022

PAY TO THE ORDER OF CITY OF PORT ST. LUCIE

\$ \*\*1,000.00

One Thousand Only\*\*\*\*\*

DOLLARS

CITY OF PORT ST. LUCIE  
121 SW PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL 34984  
ATTN: MICHELLE FENTRESS

VOID AFTER 180 DAYS



*Barbara Bayler*  
AUTHORIZED SIGNATURE

MEMO S-220823-013634

⑈ 150959⑈ ⑆031100209⑆ 40088801⑈

**CITIBANK DELAWARE**

CITY OF PORT ST. LUCIE  
8059

8/24/2022

**150959**

1,000.00

Checking2008

S-220823-013634

1,000.00

**CITIBANK DELAWARE**

CITY OF PORT ST. LUCIE  
8059

8/24/2022

**150959**

1,000.00

Checking2008

S-220823-013634

1,000.00



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**NOTICE TO ALL PROPOSERS:**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being **disqualified**. All contact must be coordinated through Michelle Fentress, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Agent I with the Procurement Management Department via e-mail [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com), or by phone 772-871-5222. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: Jill Morton \_\_\_\_\_  
Signed: Jill Morton \_\_\_\_\_  
Airgas Specialty Products, Inc. President \_\_\_\_\_ Company and Job Title: \_\_\_\_\_  
Date: 8/31/2022 \_\_\_\_\_

**CONTRACTOR'S GENERAL INFORMATION WORK SHEET**  
**eBID #20220091**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 2530 Sever Road, Suite 300 Lawrenceville, GA 30043, this 31st day of August, 2022  
 (Location)

Name of Organization/Contractor: Airgas Specialty Products, Inc.

By: Jill Morton, President  
 Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation

2. Firm's name and main office address, telephone and fax numbers

Name: Airgas Specialty Products, Inc.  
Address: 2530 Sever Road  
Suite 300  
Lawrenceville, GA 30043  
Telephone Number: 470-701-0446  
Fax Number: 866-689-3382

3. Contact person: Michele Coley Email: US-ASPContracts@Airgas.com

4. Firm's previous names (if any). None

5. How many years has your organization been in business? 17

6. Number of days for delivery after receipt of order (ARO)? 3 calendar days

7. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
None			

8. List five (5) Ammonium Anhydrous projects similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, client name, client phone number, email,

value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. **DO NOT USE the City of Port St Lucie as a reference.**

Project Number 1

Project Name: City of Melbourne

Description: Supplier of ammonia and related field service, as requested

Location: 5980 Lake Washington Road Melbourne, FL 32934

Client Name, Phone Number & Email: Nacey Clark 321-608-7091 nacey.clark@mlbfl.org

Value of Total Contract:

Date of Completion: Ongoing

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule: Yes

Was Project Completed within Budget?

Project Number 2

Project Name: South Martin Regional Utility

Description: Supplier of ammonia and related field service, as requested

Location: PO Box 395 Hobe Sound, FL 33475-0395

Client Name, Phone Number & Email: Steve Uber 772-284-9839 Suber@TJI.Martin.FL.us

Value of Total Contract:

Date of Completion: Ongoing

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule: Yes

Was Project Completed within Budget?

Project Number 3

Project Name: TECO Services, Inc.

Description: Supplier of ammonia and related field service, as requested

Location: 9995 State Road 37 South Mulberry, Florida 33860

Client Name, Phone Number & Email: Gordon T. Griffeth 813-277-4945 Gtgriffeth@tecoenergy.com

Value of Total Contract:

Date of Completion: Ongoing
Firm's Percentage of Total Contract:
Number of Change Orders:
Value of Change Orders:
Was Project Completed on Schedule: Yes
Was Project Completed within Budget?

**Project Number 4**

Project Name:
Description:
Location:
Client Name, Phone Number & Email:
Value of Total Contract:
Date of Completion:
Firm's Percentage of Total Contract:
Number of Change Orders:
Value of Change Orders:
Was Project Completed on Schedule:
Was Project Completed within Budget?

**Project Number 5**

Project Name:
Description:
Location:
Client Name, Phone Number & Email:
Value of Total Contract:
Date of Completion:
Firm's Percentage of Total Contract:
Number of Change Orders:
Value of Change Orders:
Was Project Completed on Schedule:
Was Project Completed within Budget?

9. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

- 10. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )

No (✓)

If yes, please explain:

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- 11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

None

(N/A is not an acceptable answer - insert lines if needed)

- 12. List any judgments from lawsuits in the last five (5) years:

None

(N/A is not an acceptable answer - insert lines if needed)

- 13. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

None

(N/A is not an acceptable answer - insert lines if needed)

*Jill Morton*

Signature

President

Title



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**DRUG-FREE WORKPLACE FORM  
e-BID #20220091**

**Ammonium Anhydrous to the City's Water Treatment Plants**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Airgas Specialty Products, Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

*Jill Morton*

Contractor's Signature

8/31/2022

Date





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**E-Verify Form**

**Supplier/Consultant acknowledges and agrees to the following:**

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**E-Verify Company Identification Number** 20-2529374

**Date of Authorization** 08/31/2022

**Name of Contractor** Airgas Specialty Products, Inc.

**Name of Project** Ammonium Anhydrous to the City's Water Treatment Plants

**Solicitation Number (If Applicable)** Contract 20220091

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August, 31, 2022 in Lawrenceville (city), GA (state).

*Jill Morton*

Signature of Authorized Officer

Jill Morton, President

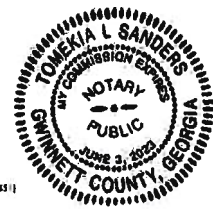
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 31st DAY OF August, 2022.

NOTARY PUBLIC Tomekia L Sanders

My Commission Expires: June 3, 2023



21956-76018511



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**NON-COLLUSION AFFIDAVIT**

**Solicitation#20220091**

**Ammonium Anhydrous to the City's Water Treatment Plants**

State of Georgia }

County of Gwinnet t }

**Jill Morton**

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1 They are **Pr esident** of **Airgas Specialty Products, Inc.** the Proposer that  
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2 He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3 Such Proposal is genuine and is not a collusive or sham Proposal;

4 Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Jill Morton

(Title) Pr esident



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STATE OF FLORIDA }  
COUNTY OF ST. LUCIE } SS:

The foregoing instrument was acknowledged before me this (Date) August 31, 2022

by: Jill Morton who is personally known to me or who has produced  
Personally known as identification and who did (did not) take an oath.

Commission No. \_\_\_\_\_

Notary Print: Tomekia L. Sanders

Notary Signature: Tomekia L. Sanders



### ANHYDROUS AMMONIA PREMIUM GRADE

#### General Information

This material shall be a clear, colorless liquid or gas, free from visible impurities.

#### Purity Requirements\*

Ammonia Content	99.995% Minimum
Water	33 ppm Maximum
Oil	2 ppm Maximum
(as soluble in petroleum ether)	

\*Equals or exceeds specifications for refrigeration and metallurgical grades. An Airgas Specialty Products typical analysis is 99.999%. Exceeds federal specification 0-A-445B.

**CITY OF PORT ST. LUCIE**  
**SAMPLE CONTRACT - #20220091 – ATTACHMENT C**  
**(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)**

This Contract, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and \_\_\_\_\_, hereinafter called "Contractor" or "Proposer".

**SECTION I**  
**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Contractor is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

**WHEREAS**, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II**  
**NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: TBD

City Contract Administrator: Michelle Fentress  
Procurement Agent I - Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-871-5222 / FAX 772-871-7337  
E-mail: [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com)

City Project Manager: Luiza Yordanova, Water Treatment Operations Manager  
Utility Systems Department

City of Port St. Lucie  
900 SE Ogden Lane  
Port St. Lucie, FL 34952  
Telephone 772-344-4215  
Email: [lyordanova@cityofpsl.com](mailto:lyordanova@cityofpsl.com)

### **SECTION III** **DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20220091 – Ammonium Anhydrous including all Attachments, all Addenda, Technical Specifications, and all other restrictions and requirements that are incorporated by this reference.

The City will submit statements of work ("Statements of Work" or "SOWs") substantially in the form of Exhibit A (attached hereto) along with corresponding purchase orders ("Purchase Orders") to Contractor for the Ammonium Anhydrous required. The SOWs shall be executed by the parties and, thereafter, Contractor shall generate an invoice. The terms of this Agreement will govern all Purchase Orders. Any additional terms in the Purchase Orders shall be of no effect.

Ammonium Anhydrous is sold on the condition that it be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. The City acknowledges that there are hazards associated with the use of Ammonium Anhydrous, that it understands such hazards, and that it is the responsibility of the City to warn and protect all those exposed to such hazards. It is the City's responsibility to ensure that: (i) the installation and/or use of the Ammonium Anhydrous complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Ammonium Anhydrous is safe for the intended use; and (iii) the Ammonium Anhydrous is handled in a safe and professional manner. The City shall have the sole responsibility for determining the suitability of any of Contractor's products for the use contemplated by the City. After delivery of Ammonium Anhydrous to the City pursuant to this Contract, the City assumes all risk and liability arising out of the presence, storage, transport or use of the Ammonium Anhydrous.

### **SECTION IV** **TIME OF PERFORMANCE**

**To Be Determined (TBD) by Solicitation Documentation and Negotiations between the City and the awarded Contractor(s).**

Unless indicated otherwise, the Contractor shall commence within ten (10) calendar days after receiving the fully executed contract.

### **SECTION V** **RENEWAL OPTION**

The initial term of the contract(s) is for one (1) year from the execution date of the contract(s). ~~PSL~~ The City shall have four (4), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of PSLthe City. Renewal will be accomplished through the issuance of Notice of Award Amendment no less

Ammonium Anhydrous to the City's Water Treatment Plants

than one hundred eighty (180) days prior to the end of the current term, whether the initial term or renewal term. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, ~~PSL~~the City may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit ~~PSL's~~the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties.

**NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the initial contract period.**

Economic price adjustments by Contractor upward or downward may be considered at ~~the any~~ time ~~of renewal~~with thirty-(30)-days' prior written notice to the City; adjustments must be agreed upon by both parties.

## **SECTION VI** **COMPENSATION**

The total amount to be paid by the City to the Contractor is on a fixed price per unit basis at \$ \_\_\_\_\_ per lbs. This price is firm for 30 days. Payments will be disbursed in the following manner:

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) ~~business~~ days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation (if needed), including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

~~No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.~~

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to the assigned Project Manager for this Contract.

~~The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.~~

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Said expenses shall not total more than 10% of the Contractors proposed price.

All payments not made by the City within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

**Taxes.** Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contracts, unless otherwise specified by law.

## **SECTION VII** **WORK CHANGES**

~~Prior to the delivery under a Statement of Work, the parties may agree to~~ The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees may agree to make corresponding adjustments in the contract price and time for completion as provided in the Statement of Work. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City and the Contractor. Work shall be changed and the contract price and completion time in the Statement of Work shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement, in writing, of the parties before starting the work involved in



Ammonium Anhydrous to the City's Water Treatment Plants  
the change. ~~Any dispute concerning work changes which is not~~

~~resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.~~

### **SECTION VIII** **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

### **SECTION IX** **INDEMNIFICATION/HOLD HARMLESS AND LIMITATION OF LIABILITY**

~~Contractor~~ Each party, subject to any limitations this Contract, agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all third-party claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, ~~laborers,~~ subcontractors or other personnel entity acting under ~~Contractor~~ such party's control in connection with the ~~Contractor's~~ such party's performance of services its obligations under this Contract, ~~and to~~ that extent ~~Contractor~~ the indemnifying party shall pay such claims and losses and shall pay all such costs (including reasonable attorneys' fees), and judgments which may issue from any lawsuit arising from such claims and losses ~~including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be hold responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.~~

Ammonium Anhydrous to the City's Water Treatment Plants

**NEITHER CONTRACTOR NOR CONTRACTOR'S SUPPLIERS OF PRODUCTS ("CONTRACTOR'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONTRACTOR'S SOLE LIABILITY AND THE CITY'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, CONTRACTOR'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT, EQUIPMENT MANUFACTURED BY CONTRACTOR, OR SERVICES PROVIDED BY CONTRACTOR SHALL BE LIMITED TO, AT CONTRACTOR'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. ALL CLAIMS BY THE CITY HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF THE CITY TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY THE CITY OF ANY SUCH CLAIMS AND DEFENSE FOR CONTRACTOR AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "THE CITY" AND "CONTRACTOR" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.**

#### **SECTION X** **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

#### **SECTION XI** **INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits,- including endorsements, as described

herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its ~~self-self~~ insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of ~~at least~~ \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should the scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance ~~issued under an Occurrence form basis~~, including Contractual liability, to cover ~~the hold harmless agreement~~ its indemnification obligations set forth herein, with the following limits ~~of not less than~~:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. ~~A per-project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability.~~ A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to ~~independent contractors, and~~ fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said ~~Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional~~

~~Insured added to its Commercial General Liability, Business Auto Liability and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer additional insured "broad form" endorsement shall include additional insured coverage where agreed by contract. The Certificate of Insurance shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20220091 – Ammonium Anhydrous to the City's Water Treatment Plants Project shall be listed as additionally insured."~~ ~~The Policies shall be specifically endorsed Contractor shall to~~ provide thirty (30) day written notice to the City prior to any materially adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

~~4. Automobile Liability Insurance:~~ The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be ~~listed-included~~ as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

~~54.~~

~~6. Pollution Insurance:~~ The Contractor shall procure and agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

~~75. Waiver of Subrogation:~~ The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. ~~When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.~~ This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

~~86. Deductibles:~~ All deductible amounts under Contractor's insurance policies shall be paid for and be the responsibility of the Contractor for any and all claims for which Contractor is obligated to pay under this Contract. ~~Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.~~

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and sub-contractors listing the City as an Additional Insured without the language, when required by written contract. If contractor, independent contractor or

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subcontractor maintain higher limits than the minimums shown above, the City requires and

shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. ~~When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form,~~ the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required ~~policies of insurance including limits, coverages or endorsements, herein from time to time~~ throughout the term of this ~~contract~~Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the ~~contractor~~Contractor to execute the ~~contract~~Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

#### **SECTION XII** **ACTS OF GOD**

~~The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.~~

~~**Emergencies**— In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.~~

#### **SECTION XIII** **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any ~~Subsub-Contractor~~contractor supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION XIV-XIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. As applicable, Contractor will comply with all the following requirements: of 28 C.F.R. §35.151;

Contractors and ~~Subsub~~ Contractor, shall comply with § 119.0701, Fla. Stat.; ~~The the~~ Contractor and ~~Sub-Sub~~ contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013); ~~and Pursuant pursuant~~ to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

**RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

As applicable, Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly and solely related to this ~~contract~~ Contract. The form of all records and reports shall be subject to ~~the approval review~~ by the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this ~~contract~~ Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records related solely to this Contract to be inspected or copied within a



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reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by  
law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the ~~contract~~Contract term and following completion of the ~~contract~~Contract if the ~~contractor~~Contractor does not transfer the records to the City.

Upon completion of the ~~contract~~Contract, transfer, ~~at no cost to the City,~~ all public records in possession of the Contractor (if any), or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the ~~contract~~Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)**

**SECTION XIV  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section VI. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity ~~if desired by him,~~ to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions (which shall be reasonable) specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all reasonable costs incurred to correct deficiencies. Said costs shall not exceed 10% of the Contractor's proposed price. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all reasonable expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Said deductions shall not exceed 10% of the Contractor's proposed price. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

#### **SECTION XVI** **SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes [https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global\\_Governance\\_Mandates\\_and\\_Florida%20Statutes\\_2019\\_01\\_29.pdf?ver=2019-01-29-130006-790](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790).

#### **SECTION XXVII** **CONTRACT ADMINISTRATION**

**Amendments.** The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

**Fiscal Year-** All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1<sup>st</sup> through September 30<sup>th</sup>.

**Integration of Terms.** This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

**Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**Notice(s).** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by

received hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

**Performance by Industry Standards.** The Contractor ~~represents and expressly warrants~~ agrees that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. ~~This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence~~

Contractor warrants that, at the time of delivery, all gas products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other products sold by Contractor will conform to Contractor's or manufacturer's standard specifications. Contractor makes no warranty with respect to non-gas products manufactured by others, but will, on request, to the extent permitted, pass on to the City any applicable manufacturer's warranty. Contractor warrants that the services shall be performed in a good and workmanlike manner. CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. CONTRACTOR MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY CONTRACTOR TO THE CITY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT THE CITY'S SOLE RISK.

**Permits, Licenses, and Certifications.** The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

**Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the ~~Services-services~~ provided in connection with the Contract.

**Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

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**Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a ~~contract~~ Contract amendment.

**SECTION XVIII**  
**ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on ~~any purchase order~~ the Specifications issued relative to this Contract, and those contained in this Contract ~~and the Specifications herein referenced~~, the terms of this Contract ~~and Specifications~~ herein referenced shall apply.

~~**City's Public Relations Image.**—The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the~~

~~Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.~~

**Contractual Relations.** - The Contractor(s) are advised that nothing contained in the ~~contract~~Contract or specifications shall create any contractual relations between the City and ~~Sub-subc~~Contractor of the Contractor(s).

**Cooperative Purchasing Agreement.** - This ~~contract~~Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

~~**Patent Fees, Royalties, and Licenses.** - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.~~

#### **SECTION XIX XIII** **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due ~~him~~Contractor hereunder without first obtaining the written consent of the City.

#### **SECTION XIX** **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

**Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the ~~contract~~Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the ~~Services~~services, the revocation or loss of such license or certification may result in immediate termination of the ~~contract~~Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably ~~believes~~

- that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
  - VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
  - VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

**Notice of Default.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the a reasonable period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

**Termination for Convenience.** Either Party~~The City~~ may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon thirty (30) days written notice to ~~successful Contractor~~affected party. Any such termination shall be accomplished by delivery in writing of a notice to ~~Contractor~~the affected party. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the ~~contract~~Contract to the City up to the time of termination, pursuant to Florida law.

**Termination for Non-Appropriation.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate ~~the contract~~Contract with at least thirty (30) days' prior written notice, without penalty, on the last day of the fiscal period for which funds were legally available.

**SECTION XX!**  
**LAW, VENUE AND WAIVER OF JURY TRIAL OR CLASS ACTION**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. ~~The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.~~

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Any claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The

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parties expressly waive any ability to maintain any Class Action in any forum.



**SECTION XXII**  
**APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII-**  
**TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Contractor agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**SECTION XXIV**  
**CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXV**  
**PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT**

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.7](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss

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or damages incurred by any person or entity as a result of the city's treatment of records as public records.  
Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

**SECTION ~~XXIV~~XXIII**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION ~~XXIV~~**  
**ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City aggrieved party to enforce any of the terms or conditions of the Contract, ~~Contractor the other party~~ shall pay to the City aggrieved party, in such suit or action in both trial court and appellate court, the City's aggrieved's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION ~~XXV~~III**  
**CODE OF ETHICS**

Contractor ~~warrants and represents~~ agrees that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

**SECTION ~~XXIX~~XXVI**  
**POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION ~~XXX~~XVII**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing

Ammonium Anhydrous to the City's Water Treatment Plants  
such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence,

word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION ~~XXXI-XXVIII~~**  
**AUDITS**

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of ~~at least seven (7)~~two (2) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; ~~bank statements; journals; original estimates; estimating work sheets;~~ contract amendments and change order files; back charge logs and supporting documentation; insurance documents; ~~payroll documents; timesheets;~~ memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records solely relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. ~~If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement.~~ Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

**SECTION ~~XXIX~~**  
**ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-Bid (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-Bid.

- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

**SECTION XXXIII**  
**FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of ~~one event, including but not limited to the~~ the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**SECTION XXXIV**  
**ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*(Balance of page left intentionally blank)*

Ammonium Anhydrous to the City's Water Treatment Plants

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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_  
Purchasing Agent Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is  personally known to me, or who has  produced the following identification:

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires:

NOTARY SEAL/STAMP

\_\_\_\_\_

**Exhibit A**

**Statement of Work**

This Statement of Work is entered into on this day of , 2022, by and between the City of Port St. Lucie, Florida, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and Airgas Specialty Products, Inc., 2530 Sever Road, Suite 300, Lawrenceville, GA 30043, hereinafter called "Contractor" or "Proposer" pursuant to the Contract executed on August, \_\_\_\_\_, 2022 (the "Contract"). Any undefined, capitalized term herein shall have the meaning ascribed to is as in the Contract.

Contractor shall provide the City the product in the amount for the price below and delivered to the location identified below.

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
<u>Ammonium Anhydrous</u>	<u>LBS</u>	<u>82,000</u>		<u>\$</u>

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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By:

By:

Purchasing Agent

Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/04/2022

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> Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 Attn: Houston.Certs@marsh.com	<b>CONTACT NAME:</b> Areeba Viqar		
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> areeba.viqar@marsh.com		
CN115323536-AIRGA-GAWU-22-23	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Starr Indemnity &amp; Liability Company</b>		38318
	<b>INSURER B : Starr Specialty Insurance Company</b>		16109
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

<b>INSURED</b> American Air Liquide Inc Airgas, an Air Liquide company 2530 Sever Road, Suite 300 Lawrenceville, GA 30043	<b>INSURER F :</b>	
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<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> HOU-003917171-04	<b>REVISION NUMBER: 5</b>
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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000090660221	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>			1000635788221 (AOS)	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			1000635789221 (MA)	07/01/2022	07/01/2023	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			100 0004702 FL, MA	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N		100 0004703 AK,AZ,CT,IA,NJ,NY,NC,VT	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	\$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A	100 0004704 WI	07/01/2022	07/01/2023	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
				Please see Acord 101			E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

<b>CERTIFICATE HOLDER</b> American Air Liquide Inc. 9811 Katy Freeway Suite 100 Houston, TX 77024	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc  <i>Robert Sullivan</i>
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> American Air Liquide Inc Airgas, an Air Liquide company 2530 Sever Road, Suite 300 Lawrenceville, GA 30043	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

Workers Compensation Continued: Effective Dates: 7/1/2022 - 7/1/2023  
 Carrier: Starr Specialty Insurance Company  
 Policy No.: 100 0004701 (AL, AR, CA, CO, DE, GA, HI, ID, IL, IN, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NM, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WV)

NAMED INSURED ON THE ABOVE REFERENCED POLICIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING COMPANIES:

- American Air Liquide Inc.
- Air Liquide Helium America, Inc.
- Air Liquide Advanced Technologies U.S. LLC
- Air Liquide America L.P.
- Air Liquide USA LLC
- Air Liquide Large Industries U.S. LP
- Air Liquide Electronics U.S. LP
- Air Liquide Global E&C Solutions US Inc.
- Air Liquide Technical Services LLC
- Air Liquide Global E&C Solutions Mexico LLC
- Air Liquide Advanced Materials Inc.
- Air Liquide Advanced Materials LLC
- Airgas, Inc.
- Airgas Carbonic, Inc.
- Airgas Doral, Inc.
- Airgas Merchant Gases, LLC
- Airgas Priority Nitrogen, LLC
- Airgas Safety, Inc.
- Airgas Specialty Products, Inc.
- Airgas USA, LLC
- Nitrous Oxide Corporation
- Red-D-Arc Inc.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Airgas Specialty Products, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <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.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) <u>E</u>  <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>PO BOX 734673</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>DALLAS, TX 75373-4673</b>		
	7 List account number(s) here (optional)		

### 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>									
or									
<b>Employer identification number</b>									
2	0	-	2	5	2	9	3	7	4

### 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.

**Sign Here**

Signature of U.S. person ▶ JENNE BELLESTRAND

Date ▶ 4/5/2022

## 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.*