



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this 5<sup>th</sup> day of February, 2018 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Agfinity, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Bulk Fertilizer and Spread for Parks Golf Courses IFB-4448-18-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Bulk Fertilizer and Spread for Parks Golf Courses;**
- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);
- e. Field Orders

f. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work and Materials specified in the Contract Documents, the unit per ton price of **One Thousand Four Hundred Twenty Four and 00/100 Dollars (\$1,424.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may

only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

**Severability:** If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 2/6/2018 | 09:42 MST  
Duane Hoff Jr. Date

**Agfinity, Inc.**

DocuSigned by:  
By: Jerry Throckmorton - Agfinity, Inc. 2/6/2018 | 09:09 MST  
Jerry Throckmorton - Agfinity, Inc. operations manager Date



Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** January 9, 2018  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Bulk Fertilizer and Spread for Parks Golf Courses IFB-4448-18-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Contractor shall disregard Section 3.2.4 Time of Completion, and shall be removed from this solicitation.
2. Q. Would the week of May 7-11 work for spreading?
  - A. Section 3.3 Specifications shall be modified as follows:

Contractor shall provide and spread an estimated 13 tons of **Brand Name Only** SIFI PCU 43-0-0 100% Duration bulk fertilizer to be comprised of: Duration 45, Duration 90, Duration 120, and Duration 180. The spreading process for both Lincoln Park Golf Course and Tiara Rado Golf Course shall be completed by Contractor on the following dates only – April 30<sup>th</sup>, May 1<sup>st</sup>, May 3<sup>rd</sup>, May 7<sup>th</sup>, May 8<sup>th</sup>, May 11<sup>th</sup>, at a rate of 1.5 lbs per 1,000 sqft (wall-to-wall spread).

3. Q. Also, bid mentions 1.5 lbs. / 1000 sq. ft. spread and guessing this is the amount of N that you want spread per 1000 not just actual product. If we are applying 1.5 lbs. of N / 1000 sq. ft. then we are actually applying 3.49 lbs. of product / 1000 sq. ft. Just looking for clarification so I can make sure operator is on proper page should we be awarded bid.
  - A. It is 1.5 lbs of actual N not product that we want put down.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

## Invitation for Bid

### IFB-4448-18-DH

## Bulk Fertilizer and Spread for Parks Golf Courses

### **Responses Due:**

January 12, 2018 prior to 3:30 PM MST

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

### **Purchasing Representative:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

Phone (970) 244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **Invitation for Bids**

## **Table of Contents**

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Specifications/Statement of Work
Section 4	Bid Form
	Price Proposal/Bid Schedule Form



# **1. Instructions to Bidders**

- 1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide bulk fertilizer and spreading for City golf courses. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. **Submission:** ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).*** ***This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)
- 1.4. **Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.5. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.6. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <http://www.gjcity.org/business-and-economic-development/bids/>.
- 1.7. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.8. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.

- 1.9. Addenda & Interpretations:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made by a written Addendum to the solicitation by the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.
- 1.10. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.11. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.12. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.13. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 1.14. Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

## **2. General Contract Conditions**

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor.



Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation or progress. The Contractor shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.4. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.

- 2.6. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.7. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.8. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.9. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.10. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.11. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in the Contract Documents.

- 2.12. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.13. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.14. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.
- 2.15. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order/Amendment.
- 2.16. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, the Contractor shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order/Amendment.

- 2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. This may be accomplished through a Field Order.
- 2.18. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.19. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- 2.21. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.22. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.23. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract

award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

**2.24. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.

**2.25. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.

**2.26. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:

**2.26.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**2.26.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

**2.26.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**2.27. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).



- 2.28. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.29. Failure to Deliver:** In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.30. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.31. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.32. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.34. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.

- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-

101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.42.1.** "Public Works Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

**2.43. Definitions:**

**2.43.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

**2.43.2.** "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

**2.43.3.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

### **3. Specifications/Statement of Work**

**3.1. General:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to

provide bulk fertilizer and spreading for City golf courses. All dimensions and scope of work should be verified by Bidders prior to submission of bids.

### **3.2. Special Conditions & Provisions:**

**3.2.1 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.2.2 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

**3.2.3 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.2.4 Time of Completion:** The scheduled time of Completion for the Project is 60 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

**3.2.5 Working Days and Hours:** The working days and hours shall be Monday – Friday form 7am – 7pm. Weekends are optional and available, with authorization from City’s Project Manager.

**3.2.6 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.6. Contractor shall supply to Owner all copies of finalized permits.

**3.2.7 Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.

**3.2.8 ESTIMATED QUANTITIES:** The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The City of Grand Junction makes no guarantees about single order quantities or total aggregate order quantities.

**3.2.9 MINIMUM ORDER QUANTITIES:** The bidder shall not establish a minimum order quantity for items under contract.

**3.3. Specifications:**

Contractor shall provide and spread an estimated 13 tons of **Brand Name Only** SIFI PCU 43-0-0 100% Duration bulk fertilizer to be comprised of: Duration 45, Duration 90, Duration 120, and Duration 180. The spreading process for both Lincoln Park Golf Course and Tiara Rado Golf Course shall be completed by Contractor within the first week of May 2018 (April 30<sup>th</sup> – May 4<sup>th</sup>) at a rate of 1.5 lbs per 1,000 sqft (wall-to-wall spread).

**3.4. Contractor Bid Documents:** For Contractor’s convenience, the following is a list of forms/items to be submitted with the Contractor’s bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor’s responsibility to ensure all forms/items are submitted.

- **Contractor’s Bid Form**
- **Price Bid Schedule**
- **Materials Data Sheet**

**3.5. IFB Tentative Time Schedule:**

- |  |                  |
|--|------------------|
| • Invitation for Bids available                  | January 2, 2018  |
| • Inquiry deadline, no questions after this date | January 8, 2018  |
| • Addenda Issued by                              | January 9, 2018  |
| • Submittal deadline for proposals               | January 12, 2018 |

- Contract execution (unless Council approval required) January 16, 2018
- Insurance Cert due January 18, 2018
- Work begins no later than May 1, 2018
- Final Completion May 7, 2018

**3.6. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)



## **4. Contractor's Bid Form**

**Bid Date:** \_\_\_\_\_

**Project:** IFB-4448-18-DH "Bulk Fertilizer and Spread for Parks Golf Courses"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

**RECEIPT OF ADDENDA:** the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

*By signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PRICE BID SCHEDULE: IFB-4448-18-DH Bulk Fertilizer and Spread for Parks Golf Courses**

Item No.	Description	Total Price Per Ton
1	Total price per ton (all inclusive) to provide and spread bulk fertilizer for City Parks golf courses, as per the solicitation documents.	

**Item 1 Bid Price Per Ton Written:**

\_\_\_\_\_

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_percent of the net dollar amount will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_



Purchasing Division

## Invitation for Bid

### IFB-4448-18-DH

## Bulk Fertilizer and Spread for Parks Golf Courses

### **Responses Due:**

January 12, 2018 prior to 3:30 PM MST

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

### **Purchasing Representative:**

Duane Hoff Jr., Senior Buyer

[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

Phone (970) 244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

#### 4. Contractor's Bid Form

**Bid Date:** 1-12-2018

**Project:** IFB-4448-18-DH "Bulk Fertilizer and Spread for Parks Golf Courses"

**Bidding Company:** Agfinity, Inc.

**Name of Authorized Agent:** Jerry Throckmorton

**Email** jthrockmorton@agfinityinc.com

**Telephone** 303-659-3643 **Address** P.O. Box 98

**City** Henderson **State** CO **Zip** 80640

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** Agfinity, Inc.

**Authorized Signature:** 

**Title:** Operations Manager



**PRICE BID SCHEDULE: IFB-4448-18-DH Bulk Fertilizer and Spread for Parks Golf Courses**

Item No.	Description	Total Price Per Ton
1	Total price per ton (all inclusive) to provide and spread bulk fertilizer for City Parks golf courses, as per the solicitation documents.	\$1,424.00

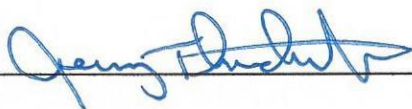
**Item 1 Bid Price Per Ton Written:**

One thousand four hundred twenty four dollars and no/100

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar amount will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Agfinity, Inc.

Authorized Signature: 

Title: Operations Manager



Purchasing Division

## ADDENDUM NO. 1

**DATE:** January 9, 2018  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Bulk Fertilizer and Spread for Parks Golf Courses IFB-4448-18-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Contractor shall disregard Section 3.2.4 Time of Completion, and shall be removed from this solicitation.
2. Q. Would the week of May 7-11 work for spreading?
  - A. Section 3.3 Specifications shall be modified as follows:

Contractor shall provide and spread an estimated 13 tons of **Brand Name Only** SIFI PCU 43-0-0 100% Duration bulk fertilizer to be comprised of: Duration 45, Duration 90, Duration 120, and Duration 180. The spreading process for both Lincoln Park Golf Course and Tiara Rado Golf Course shall be completed by Contractor on the following dates only – April 30<sup>th</sup>, May 1<sup>st</sup>, May 3<sup>rd</sup>, May 7<sup>th</sup>, May 8<sup>th</sup>, May 11<sup>th</sup>, at a rate of 1.5 lbs per 1,000 sqft (wall-to-wall spread).

3. Q. Also, bid mentions 1.5 lbs. / 1000 sq. ft. spread and guessing this is the amount of N that you want spread per 1000 not just actual product. If we are applying 1.5 lbs. of N / 1000 sq. ft. then we are actually applying 3.49 lbs. of product / 1000 sq. ft. Just looking for clarification so I can make sure operator is on proper page should we be awarded bid.
  - A. It is 1.5 lbs of actual N not product that we want put down.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", is written over a yellow rectangular background.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



# SAFETY DATA SHEET

## 1. Identification

**Product identifier** DURATION CR® urea

**Other means of identification**

**Product code** KAS\_DURATION\_US\_EN

**Synonyms** DURATION CR® urea 120 Day 43-0-0 \* DURATION CR® urea 180 Day 43-0-0 \* DURATION CR® urea 45 Day 44-0-0 \* DURATION CR® urea 270 Day 39-0-0 \* DURATION CR® urea 120 Day 40-0-0 \* DURATION CR® urea 90 Day 41-0-0 \* DURATION CR® urea 90 Day 44-0-0

**Recommended use** Fertilizer.

**Recommended restrictions** None known.

**Manufacturer/Importer/Supplier/Distributor information**

**Manufacturer/Supplier** Koch Agronomic Services, LLC  
 4111 E 37th St N  
 Wichita, KS 67220 US  
 kochmsds@kochind.com  
 1.866.863.5550

**Emergency** For Chemical Emergency  
 Call CHEMTREC day or night  
 USA/Canada - 1.800.424.9300  
 Mexico - 1.800.681.9531  
 Outside USA/Canada - 1.703.527.3887  
 (collect calls accepted)

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**OSHA defined hazards** Not classified.

**Label elements**

**Hazard symbol** None.

**Signal word** None.

**Hazard statement** The mixture does not meet the criteria for classification.

**Precautionary statement**

**Prevention** Observe good industrial hygiene practices.

**Response** Wash hands after handling.

**Storage** Store away from incompatible materials.

**Disposal** Dispose of waste and residues in accordance with local authority requirements.

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information**  
 Not applicable.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	CAS number	%
Urea	57-13-6	80 - 100
Polymer Coating	N/A	3 - 15

Non-hazardous ingredients	N/A	< 2
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**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

This Safety Data Sheet is not a guarantee of product specification or NPK value(s). NPK content is on specified sales orders, customer invoices, or product specification sheets obtained from supplier.

#### 4. First-aid measures

**Inhalation** Move to fresh air. Get medical attention if any discomfort continues.

**Skin contact** Wash contact areas with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Dust in the eyes: Do not rub eyes. Immediately flush with plenty of water for at least 15 minutes. If easy to do, remove contact lenses. Get medical attention if irritation persists after washing.

**Ingestion** Rinse mouth thoroughly. Get medical attention if any discomfort continues.

**Most important symptoms/effects, acute and delayed** Eye contact: Symptoms can include irritation, redness, scratching of the cornea, and tearing.  
Skin contact: May cause mild skin irritation.  
Dust may irritate throat and respiratory system and cause coughing.

**Indication of immediate medical attention and special treatment needed** Treat symptomatically.

**General information** Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

#### 5. Fire-fighting measures

**Suitable extinguishing media** Use fire-extinguishing media appropriate for surrounding materials.

**Unsuitable extinguishing media** None known.

**Specific hazards arising from the chemical** Urea is non-combustible under most conditions. However, during a fire, irritating/toxic gases may be generated. The dust can be ignited at very high temperatures, but not expected to explode (minimum ignition temperature (cloud) = 900 deg C.

**Special protective equipment and precautions for firefighters** Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace. Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

**Fire fighting equipment/instructions** Move containers from fire area if you can do it without risk. Use water spray to prevent dust formation, absorb heat, keep containers cool and protect fire-exposed material.

#### 6. Accidental release measures

**Personal precautions, protective equipment and emergency procedures** Avoid inhalation of dust and contact with skin and eyes. Ensure adequate ventilation. Wear suitable protective clothing. Use personal protection recommended in Section 8 of the SDS.

**Methods and materials for containment and cleaning up** Prevent entry into waterways, sewer, basements or confined areas. Stop the flow of material, if this is without risk. Avoid dust formation. Sweep up or vacuum up spillage and collect in suitable container for disposal. If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. After removal flush contaminated area thoroughly with water.

Never return spills to original containers for re-use.

**Environmental precautions** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers or watercourses.

#### 7. Handling and storage

**Precautions for safe handling** Avoid inhalation of dust and contact with skin and eyes. Use only with adequate ventilation. Avoid generation and spreading of dust. Observe good industrial hygiene practices.

**Conditions for safe storage, including any incompatibilities** Keep container tightly closed. Store in a cool, dry, well-ventilated place. Store away from incompatible materials.



## 8. Exposure controls/personal protection

### Occupational exposure limits

#### US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Dust	TWA	3 mg/m <sup>3</sup> 10 mg/m <sup>3</sup>	Respirable particles. Inhalable particles.
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).		
<b>Appropriate engineering controls</b>	Provide adequate ventilation. Observe Occupational Exposure Limits and minimize the risk of inhalation of dust.		
<b>Individual protection measures, such as personal protective equipment</b>			
<b>Eye/face protection</b>	Use tight fitting goggles if dust is generated.		
<b>Skin protection</b>			
<b>Hand protection</b>	Risk of contact: Wear protective gloves. Suitable gloves can be recommended by the glove supplier.		
<b>Other</b>	Risk of contact: Wear appropriate clothing to prevent any possibility of skin contact.		
<b>Respiratory protection</b>	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Wear air supplied respiratory protection if exposure concentrations are unknown. In case of inadequate ventilation or risk of inhalation of dust, use suitable respiratory equipment with particle filter. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA 29 CFR 1910.134 and ANSI Z88.2.		
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.		
<b>General hygiene considerations</b>	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Handle in accordance with good industrial hygiene and safety practice.		

## 9. Physical and chemical properties

### Appearance

<b>Physical state</b>	Solid.
<b>Form</b>	Granular solid.
<b>Color</b>	Light brown to tan.
<b>Odor</b>	Slightly ammoniacal.
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not available.
<b>Melting point/freezing point</b>	Not available.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not available.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	Not available.
<b>Vapor density</b>	Not available.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	Not available.
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.

## Other information

<b>Explosive properties</b>	Not explosive.
<b>Oxidizing properties</b>	Not oxidizing.

## 10. Stability and reactivity

<b>Reactivity</b>	Reacts violently with strong oxidants, nitrites, inorganic chlorides, chlorites and perchlorates causing fire and explosion hazard.
<b>Chemical stability</b>	Normally stable. May gradually give off ammonia. The product is hygroscopic and will absorb water by contact with the moisture in the air.
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Conditions to avoid</b>	Moisture. High temperatures. Contact with incompatible materials.
<b>Incompatible materials</b>	Strong oxidizing agents. Nitric acid. Nitrites.
<b>Hazardous decomposition products</b>	Carbon oxides. Nitrogen oxides (NOx). Ammonia. Biuret.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	High concentrations of dust may irritate throat and respiratory system and cause coughing.
<b>Skin contact</b>	Dust may irritate skin.
<b>Eye contact</b>	Dust may irritate the eyes.
<b>Ingestion</b>	May cause discomfort if swallowed.

**Symptoms related to the physical, chemical and toxicological characteristics**  
Symptoms can include irritation, redness, scratching of the cornea, and tearing.

### Information on toxicological effects

**Acute toxicity**  
May cause discomfort if swallowed.

<b>Components</b>	<b>Species</b>	<b>Test Results</b>
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Urea (CAS 57-13-6)

#### **Acute**

*Oral*

LD50

Rat

14300 mg/kg

**Skin corrosion/irritation**  
May cause irritation through mechanical abrasion.

**Serious eye damage/eye irritation**  
May cause irritation through mechanical abrasion.

### Respiratory or skin sensitization

**Respiratory sensitization**  
Based on available data, the classification criteria are not met.

**Skin sensitization**  
Not a skin sensitizer.

**Germ cell mutagenicity**  
Based on available data, the classification criteria are not met.

**Carcinogenicity**  
This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

### **OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Not listed.

**Reproductive toxicity**  
Based on available data, the classification criteria are not met.

**Specific target organ toxicity - single exposure**  
Based on available data, the classification criteria are not met.

**Specific target organ toxicity - repeated exposure**  
Based on available data, the classification criteria are not met.

**Aspiration hazard**  
Not an aspiration hazard.

**Chronic effects**  
Frequent inhalation of dust over a long period of time increases the risk of developing lung diseases.

**Further information**  
No other specific acute or chronic health impact noted.



## 12. Ecological information

**Ecotoxicity** The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
Urea (CAS 57-13-6)		
<b>Aquatic</b>		
Fish	LC50 Leuciscus idus	> 6810 mg/l, 96 hours
<b>Persistence and degradability</b>	No data available.	
<b>Bioaccumulative potential</b>	No data available.	
<b>Partition coefficient n-octanol / water (log Kow)</b>		
Urea (CAS 57-13-6)	-2.11	
<b>Mobility in soil</b>	This product is water soluble and may disperse in soil.	
<b>Other adverse effects</b>	No data available.	

## 13. Disposal considerations

**Disposal instructions** Do not allow this material to drain into sewers/water supplies. Dispose in accordance with all applicable regulations.

**Hazardous waste code** Not regulated.

**Waste from residues / unused products** Disposal recommendations are based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

**Contaminated packaging** Since emptied containers may retain product residue, follow label warnings even after container is emptied.

## 14. Transport information

**DOT**  
Not regulated as dangerous goods.

**IATA**  
Not regulated as dangerous goods.

**IMDG**  
Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not applicable. However, the product is covered under Appendix I of the IMSBC Code.

## 15. Regulatory information

**US federal regulations** This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.  
All components are listed on or exempt from the U.S. EPA TSCA Inventory List.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**  
Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**  
Not listed.

**CECLA Hazardous Substance List (40 CFR 302.4)**  
Not listed.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**Hazard categories** Immediate Hazard - No  
Delayed Hazard - No  
Fire Hazard - No  
Pressure Hazard - No  
Reactivity Hazard - No

**SARA 302 Extremely hazardous substance**  
Not listed.

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**  
Not regulated.

**Other federal regulations**

**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**Food and Drug Administration (FDA)** Total food additive  
Direct food additive  
GRAS food additive

**US state regulations**

This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

**US. Massachusetts RTK - Substance List**

Not regulated.

**US. New Jersey Worker and Community Right-to-Know Act**

Not listed.

**US. Pennsylvania Worker and Community Right-to-Know Law**

Not listed.

**US. Rhode Island RTK**

Not regulated.

**US. California Proposition 65**

Not Listed.

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision**

<b>Issue date</b>	19-May-2015
<b>Revision date</b>	19-May-2015
<b>Version #</b>	02
<b>Further information</b>	HMIS® is a registered trade and service mark of the NPCA. A HMIS® Health rating including an * indicates a chronic hazard.
<b>HMIS® ratings</b>	Health: 1 Flammability: 0 Physical hazard: 0

**NFPA ratings**



**List of abbreviations**

LC50: Lethal Concentration, 50%.  
LD50: Lethal Dose, 50%.

**References**

ECHA CHEM  
EPA: Acquire database  
HSDB® - Hazardous Substances Data Bank  
RTECS



## Disclaimer

NOTICE: The information presented herein is based on data considered to be accurate as of the date of preparation of this Safety Data Sheet (SDS) and was prepared pursuant to Government regulation(s) that identify specific types of information to be provided. This SDS may not be used as a commercial specification sheet of manufacturer or seller, and no warranty or representation, expressed or implied, is made as to the accuracy or comprehensiveness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license. Additional information may be needed to evaluate other uses of the product, including use of the product in combination with any materials or in any processes other than those specifically referenced. Information provided herein with respect to any hazards that may be associated with the product is not meant to suggest that use of the product in a given application will necessarily result in any exposure or risk to workers or the general public. No responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product. Purchasers and users assume all risk of use, storage and handling of the product in compliance with applicable federal, state and local laws and regulations. Purchasers and users of the product specifically should advise all of their employees, agents, contractors and customers who will use the product of this (M)SDS.

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U.S. Transport Summary: Not regulated by the U.S. D.O.T. as a hazardous material.

## 1. PRODUCT AND COMPANY IDENTIFICATION

**PRODUCT IDENTITY:** THRIVE Advantage 43-00-00, With Duration CR™ - Controlled Release Nitrogen, Spread it & Forget it

**PRODUCT ID #:** BB430050SIFI

**CAS#:** Mixture

**COMMON NAME:** Nitrogen fertilizer mixture

**PRODUCT SDS #:** SDS BB430050SIFI

**CHEMICAL DESCRIPTION:** Inorganic/Organic Nitrogen fertilizer mixture

**ISSUE DATE:** June 30, 2017

**RECOMMENDED USE:** Fertilizer - See product label for recommended uses and use rates.

**REVISION DATE:** New

**PRODUCT RESTRICTIONS:** See product label for any restrictions on the use of this product.

**VERSION NO.** 01

**EPA REGISTRATION #:** Exempt

**MANUFACTURER:**

MEARS FERTILIZER, INC.

P.O. Box 1271

629 North Industrial Road

El Dorado, KS 67042

**FOR EMERGENCIES, SPILL, LEAK, FIRE, EXPOSURE,  
OR ACCIDENT, CALL:**

**CHEMTREC 1-800-424-9300 (24 hours)**

**NON-EMERGENCY BUSINESS INQUIRIES:**

8:00 a.m. - 5:00 p.m. (CST) Monday - Friday

Mears Fertilizer, Inc.: (316) 321-3674 or

Toll Free: (800) 345-9143

## 2. HAZARDS IDENTIFICATION

**EMERGENCY OVERVIEW:** Granular product. Causes moderate eye irritation. May cause skin irritation after prolonged exposure.

**POTENTIAL HEALTH EFFECTS -**

**Eyes:** Causes moderate but temporary eye irritation.  
**Skin:** May cause mild skin irritation including temporary redness and itching.  
**Inhalation:** May cause irritation of the upper respiratory tract.  
**Ingestion:** May be harmful if swallowed.  
**Pre-existing Conditions:** Pre-existing respiratory conditions may be aggravated by exposure.  
**Chronic Health Effects:** None known.

**CARCINOGENICITY:** NTP: Not Listed  
IARC: Not Listed  
OSHA: Not Listed

**OSHA DEFINED HAZARDS:** Eye Irritation - Category 2A; Skin Irritation - Category 2

**LABEL ELEMENTS -**

**Hazard Symbol:**



**Signal Word:** WARNING

**Hazard Statement:** Causes serious eye irritation.  
Cause skin irritation.

**% OF PRODUCT WITH UNKNOWN TOXICITY:** 0.00%

**PRECAUTIONARY STATEMENTS -**

**Prevention:** Wash hands thoroughly after handling. Wear gloves, eye and face protection. Do not breathe dust.

**Response:** IF IN EYES: Rinse cautiously with water for 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention. IF ON SKIN: Remove contaminated clothing. Wash skin with soap and water. If skin irritation occurs, get medical advice/attention. Wash contaminated clothing before reuse. Get medical attention if you feel unwell.



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**Storage:** See Section 7 for storage information.  
**Disposal:** Dispose of contents/container in accordance with Federal, state and local regulations.

**HAZARD(S) NOT OTHERWISE CLASSIFIED:** Not classified  
**SUPPLEMENTAL INFORMATION:** Not applicable

### 3. COMPOSITION / INFORMATION ON INGREDIENTS

#### MIXTURE/SUBSTANCE

<u>Chemical Name</u>	<u>% Weight</u>	<u>CAS Reg. #</u>
Duration CR® - Urea with a polymer coating	99.00% - 101.00%	MIXTURE

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section. Other ingredients not specifically listed are considered non-hazardous and are confidential business information under 29 CFR 1910.1200(I).

See Section 8 for exposure limits.

### 4. FIRST AID MEASURES

**IF IN EYES:** Do not rub eyes. Flush eyes immediately and thoroughly with running water for 15 minutes. Lift eyelids to facilitate irrigation. If present, remove contact lenses after 5 minutes and continue rinsing. If irritation persists, get medical attention.

**IF ON SKIN OR CLOTHING:** Remove contaminated clothing and wash before re-using. Wash skin with soap and water. Get medical attention if irritation persists.

**IF SWALLOWED:** Call a poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

**IF INHALED:** Move person to fresh air and assist breathing as needed. Seek medical attention if irritation occurs.

**NOTES TO PHYSICIAN:** Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Patient treatment should be based on sound judgment of the physician and the individual reactions of the patient.

### 5. FIRE FIGHTING MEASURES

**EXTINGUISHING MEDIA:** Water fog, water spray, foam, dry chemical, carbon dioxide (CO<sub>2</sub>). Do not use a water jet, as this will spread the fire.

**SPECIAL FIRE FIGHTING PROCEDURES:** Wear NIOSHA/MSHA approved self-contained breathing apparatus and full protective gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later. Avoid breathing vapors; keep upwind. Use water spray to cool unopened containers.

**HAZARDOUS COMBUSTION PRODUCTS:** Carbon oxides, nitrogen oxides, sulfur oxides, ammonia and chlorine may form under fire conditions.

**UNUSUAL FIRE AND EXPLOSION HAZARDS:** None known.

### 6. ACCIDENTAL RELEASE MEASURES

**PERSONAL PRECAUTIONS:** Keep unnecessary personnel away. Material can be slippery when wet. Wear appropriate protective equipment and clothing during cleanup. For personal protection see Section 8. Avoid inhalation of dust and contact with skin and eyes. Ensure adequate ventilation.

**ENVIRONMENTAL PRECAUTIONS:** Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

**METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP -**

**Small Spill:** Stop leak if without risk. Move containers from spill area. Sweep up or vacuum spillage and collect in suitable container for disposal. Clean surface thoroughly for residual contamination. For waste disposal see Section 13.

**Large Spill:** Stop leak if without risk. Prevent entry into sewers, water courses, basements or confined areas by diking area with sand or earth. If product is uncontaminated, spilled material may be applied at the rate

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recommended on the label. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. See Section 13 for additional information.

**GENERAL CAUTION:** Spill area may be quite slippery.

### 7. HANDLING AND STORAGE

**HANDLING:** Avoid breathing dust. Use only outdoors or in a well ventilated area. Immediately clean up spills that occur during handling. Keep containers closed when not in use. Practice good hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics.

**STORAGE:** Store in a cool, dry area away from children, feed, and food products. Store away from incompatible materials. Protect packaging from physical damage. Do not re-use empty containers. Protect from exposure to fire conditions. Keep out of reach of children.

**MINIMUM STORAGE TEMP:** Not applicable.

**OTHER PRECAUTIONS:** Consult Federal, state and local laws and regulations pertaining to storage.

### 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

#### DEFINITIONS -

**OSHA:** Occupational Safety and Health Administration

**TLV:** Threshold Limit Value

**ACGIH:** American Conference of Governmental Industrial Hygienists

**REL:** NIOSH Recommended Exposure Limit

**NIOSH:** National Institute for Occupational Safety and Health

**TWA:** Time-Weighted Average

**PEL:** OSHA Permissible Exposure Limits

#### MIXTURE EXPOSURE LIMITS -

COMPONENTS	OSHA PEL	ACGIH TLV	NIOSH REL
Particulates Not Otherwise Regulated	15 mg/m <sup>3</sup> (total dust)	10 mg/m <sup>3</sup> (inhalable)	Not Determined
	5 mg/m <sup>3</sup> (respirable)	3 mg/m <sup>3</sup> (respirable)	

For individual exposure limits for the ingredients in this mixture, refer to the SDS for that ingredient. See Section 3 for ingredient listing.

**RESPIRATORY PROTECTION:** If dust concentration exceeds permissible levels, wear NIOSH approved air-purifying respirator with cartridges/canisters approved for general particulates.

**ENGINEERING CONTROLS:** Provide general or local exhaust ventilation systems to maintain airborne concentrations below OSHA PELs or other specified exposure limits to minimize the risk of inhalation of dust. Local exhaust ventilation is preferred.

#### PERSONAL PROTECTION EQUIPMENT -

**Eye / Face Protection:** Wear goggles or safety glasses and a full face shield. Contact lenses are not eye protective devices. An emergency eyewash or water supply should be readily accessible to the work area.

**Skin Protection:** Wear suitable gloves when handling this product over long periods. If skin irritation occurs, wear long-sleeve shirt, long pants, and shoes to prevent skin contact.

**Respiratory Protection:** Wear NIOSH approved respiratory approved respirator if there is a risk of exposure to dust at levels exceeding the exposure limits.

**General Hygiene Considerations:** Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Never eat, drink, or use tobacco in work areas. Routinely wash work clothing and protective equipment to remove contaminants. Handle in accordance with good industrial hygiene and safety practices.

### 9. PHYSICAL AND CHEMICAL PROPERTIES

#### APPEARANCE -

<b>Physical State:</b>	Solid	<b>VAPOR PRESSURE:</b>	Not determined
<b>Form:</b>	Granules	<b>VAPOR DENSITY:</b>	Not determined
<b>Color:</b>	Multi-Colored	<b>VISCOSITY:</b>	Not applicable
<b>ODOR:</b>	Fertilizer Like Odor	<b>SPECIFIC GRAVITY (H<sub>2</sub>O=1):</b>	Not determined
<b>ODOR THRESHOLD:</b>	Not determined	<b>DENSITY (lbs/ft<sup>3</sup>):</b>	48.00
<b>pH:</b>	Not determined	<b>PARTITION COEFFICIENT:</b>	Not determined
<b>MELTING POINT/FREEZING POINT:</b>	Not applicable	<b>SOLUBILITY(IES):</b>	Appreciable



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<b>INITIAL BOILING POINT/RANGE:</b>	Not applicable	<b>AUTO-IGNITION TEMP:</b>	Not determined
<b>FLASH POINT:</b>	Non-combustible	<b>DECOMPOSITION TEMP:</b>	Not determined
<b>EVAPORATION RATE:</b>	Not applicable	<b>EXPLOSIVE PROPERTIES:</b>	Not applicable
<b>FLAMMABILITY (SOLID, GAS):</b>	Not determined	<b>OXIDIZING PROPERTIES:</b>	Not determined
<b>FLAMMABILITY / EXPOSURE LIMITS -</b>		<b>OTHER INFORMATION -</b>	
Flammability Limit - Lower:	Not determined	Heat of Combustion:	Not determined
Flammability Limit - Upper:	Not determined		

### 10. STABILITY AND REACTIVITY

<b>REACTIVITY:</b>	The product is stable and non-reactive under normal conditions of use, storage and transportation.
<b>CHEMICAL STABILITY:</b>	The product is stable under normal conditions of use, storage and transportation.
<b>POSSIBILITY OF HAZARDOUS REACTIONS:</b>	Under normal conditions of storage and use, hazardous reactions will not occur.
<b>CONDITIONS TO AVOID:</b>	Moisture. Excessive heat. Contact with incompatible materials.
<b>INCOMPATIBLE MATERIALS:</b>	Strong acids and bases.
<b>HAZARDOUS DECOMPOSITION PRODUCTS:</b>	May include but are not limited to carbon oxides, nitrogen oxides, phosphorus oxides, sulfur oxides, ammonia, and chlorine.

### 11. TOXICOLOGICAL INFORMATION

#### ACUTE TOXICITY -

<b>Eye Effects:</b>	Based on component data, moderate irritation is anticipated.
<b>Skin Effects:</b>	Based on component data, mild irritation is anticipated.
<b>Acute Inhalation Effects:</b>	Based on component data, product is not considered to be acutely toxic via inhalation.
<b>Acute Oral Effects:</b>	Based on component data, product is not considered to be acutely toxic via ingestion.
<b>Specific Target Organ Toxicity:</b>	None known

#### CHRONIC TOXICITY -

<b>Chronic Effects:</b>	None known
<b>Carcinogenicity:</b>	None known
<b>Mutagenicity:</b>	None known
<b>Teratogenicity:</b>	None known
<b>Reproductive Toxicity:</b>	None known

#### POTENTIAL HEALTH EFFECTS -

<b>Inhalation:</b>	Dust may irritate upper respiratory tract.
<b>Skin:</b>	May cause mild skin irritation including temporary redness and itching.
<b>Eyes:</b>	Causes moderate but temporary eye irritation.
<b>Ingestion:</b>	May be harmful if swallowed.

### 12. ECOLOGICAL INFORMATION

<b>ECOTOXICITY SUMMARY:</b>	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. This product is not intended for use in aquatic settings.
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#### ECOTOXICITY DATA -

<b>Fish Acute and Prolonged Toxicity:</b>	Not determined for this mixture.	<b>Aquatic Plant Toxicity:</b>	Not determined for this mixture.
<b>Aquatic Invertebrate Acute Toxicity:</b>	Not determined for this mixture.	<b>Honeybee Toxicity:</b>	Not determined for this mixture.
<b>Bird Acute &amp; Prolonged Toxicity:</b>	Not determined for this mixture.		

**PERSISTENCE AND DEGRADABILITY:** Not determined for this mixture.

**BIOACCUMULATIVE POTENTIAL:** Not determined for this mixture.

**MOBILITY IN SOIL:** Not determined for this mixture.

**OTHER ADVERSE EFFECTS:** No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.



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For individual toxicity analysis for the ingredients in this mixture, refer to the SDS for that ingredient. See Section 3 for ingredient listing.

### 13. DISPOSAL CONSIDERATIONS

#### WASTE TREATMENT METHODS

##### PRODUCT -

**Methods of Disposal:** Dispose of in accordance with applicable Federal, state, and local laws and regulations. Do not allow this material to drain into sewers, drains, or waterways.

##### PACKAGING -

**Methods of Disposal:** Ensure all product has been emptied from the bag/sack. Dispose of emptied container in accordance with applicable Federal, state, and local laws and regulations. Do not re-use empty bag.

**RCRA CHARACTERISTICS:** It is the responsibility of the individual disposing of this product to determine the RCRA classification and hazard status of the waste.

### 14. TRANSPORTATION INFORMATION

**US DOT:** Not regulated by the U.S. Department of Transportation as a hazardous material for ground shipment.

**IMDG:** Not determined

**IATA:** Not determined

**HAZARD CLASS:** None

**C.A.S. NUMBER:** Mixture

**REPORTABLE QUANTITY:** None

**D.O.T. NUMBER:** None

**LABELS REQUIRED:** None

**HAZARD WASTE NO:** None

**PLACARD:** None

**EPA REGISTRATION NO:** None

**U.S. SURFACE FREIGHT CLASSIFICATION:** Fertilizing Compounds (Manufactured Fertilizers), NOI, DRY (NMFC 68140, SUB 5; CLASS 50)

### 15. REGULATORY INFORMATION

**US FEDERAL REGULATIONS:** This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

**TSCA INVENTORY:** All components are listed or exempt from listing on the TSCA Inventory

**NFPA HAZARD RATING:**

0	Least
1	Slight
2	Moderate
3	High
4	Severe

1	Health
0	Flammability
0	Reactivity

#### SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA) -

**SARS Title III Hazard Categories:**

Immediate Hazard	No
Delayed Hazard	No
Fire Hazard	No

Pressure Hazard	No
Reactivity Hazard	No

**SARA 302 EXTREMELY HAZARDOUS SUBSTANCE:** No

**SARA 311/312 HAZARDOUS CHEMICAL:** No

**SARA 313 (TRI REPORTING):** Not Regulated

**US OSHA SPECIFICALLY REGULATED SUBSTANCE (29 CFR 1910.1001-1050):** Not Listed

**CERCLA HAZARDOUS SUBSTANCE LISTED (40 CFR 302.4):** This mixture does not contain chemicals which have a reportable quantity (RQ) under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

#### OTHER FEDERAL REGULATIONS -

**CLEAN AIR ACT (CAA) SECTION 112 -**

**Hazardous Air Pollutants (HAPs) List:**

Not Regulated

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Accidental Release Prevention (40 CFR 68.130) List:	Not Regulated
SAFE DRINKING WATER ACT (SDWA):	Not Regulated
FOOD AND DRUG ADMINISTRATION (FDA):	Not Regulated

### US STATE REGULATIONS -

**US CALIFORNIA PROPOSITION 65:** This product does not contain any chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

### CANADIAN DOMESTIC SUBSTANCES LIST -

**WHMIS CLASSIFICATION:** This product is not approved for use in Canada. WHMIS classification is not determined.

## 16. OTHER INFORMATION

**ISSUE DATE:** June 30, 2017  
**REVISION DATE:** New  
**VERSION NO.** 01

### NOTICE TO READER

#### **DISCLAIMER AND LIMITATIONS OF LIABILITY:**

The information presented herein is based on data considered to be accurate as of the date of preparation of this Safety Data Sheet (SDS) and was prepared pursuant to Government regulation(s) that identify specific types of information to be provided. This SDS may not be used as a commercial specification sheet of manufacturer or seller, and no warranty or representation, expressed or implied, is made as to the accuracy or comprehensiveness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license.

Additional information may be needed to evaluate other uses of the product, including use of the product in combination with any materials or in any processes other than those specifically referenced. Information provided herein with respect to any hazards that may be associated with the product is not meant to suggest that use of the product in a given application will necessarily result in any exposure or risk to workers or the general public. No responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product. Purchasers and users assume all risk of use, storage and handling of the product in compliance with applicable federal, state and local laws and regulations. Purchasers and users of the product specifically should advise all of their employees, agents, contractors and customers who will use the product of this SDS.

Duration CR® is a trademark of Koch Agronomic Services, LLC.