



City of Pembroke Pines

**PURCHASE OF AMMONIA SULFATE AGREEMENT BETWEEN  
THE CITY OF PEMBROKE PINES AND  
HAWKINS, INC.**

THIS AGREEMENT (“Agreement”), dated June 25, 2024, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as “CITY”), and **Hawkins, Inc.**, a For Profit Corporation, with a business address of **2381 Rosegate, Roseville, MN 55113** (“CONTRACTOR”). CITY and CONTRACTOR shall be collectively referred to herein as “Parties” and individually as “Party”.

**WHEREAS**, the CITY desires to engage a firm for the provision of Ammonia Sulfate 40% for the CITY’s Utilities Department; and,

**WHEREAS**, on **August 11, 2022**, the City of Palm Coast, Florida entered into an agreement with CONTRACTOR, pursuant to Solicitation ITB-UT-22-45, entitled “Chemicals for Water Treatment Plants”, for the provision of various chemicals to be used at its Water Treatment Plants, which initial term expired on August 10, 2023, and which has been extended up to **August 10, 2025**; and,

**WHEREAS**, pursuant to CITY Code of Ordinances §35.18(C)(5), entitled “Utilization of Other Governmental Agencies’ Contracts”, CITY has evaluated the Solicitation ITB-UT-22-45, entitled “Chemicals for Water Treatment Plants” and the related agreement with CONTRACTOR and determined such terms and pricing may be utilized by CITY to obtain Ammonia Sulfate 40%; and,

**WHEREAS**, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to enter into an Agreement utilizing the terms and pricing offered in Solicitation ITB-UT-22-45, entitled “Chemicals for Water Treatment Plants” and the related agreement with CONTRACTOR; and,

**WHEREAS**, CONTRACTOR agrees to extend the same terms and pricing as set forth in the Solicitation ITB-UT-22-45, entitled “Chemicals for Water Treatment Plants” and the related agreement with CONTRACTOR to CITY pursuant to the terms set forth herein; and,

**WHEREAS**, the Parties wish to incorporate and supplement the terms and conditions set forth in Solicitation ITB-UT-22-45, entitled “Chemicals for Water Treatment Plants” and the related agreement with CONTRACTOR, attached hereto and made a specific part hereof as **Exhibit “A”**, with the terms and requirements set forth herein; and,

**WHEREAS**, at its meeting of June 18, 2024, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.



City of Pembroke Pines

---

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. **Scope of Services.** CITY agrees to purchase, and CONTRACTOR agrees provide Ammonia Sulfate 40%, in accordance with the terms and price units more particularly described in the Solicitation ITB-UT-22-45, entitled "Chemicals for Water Treatment Plants" and the related agreement with CONTRACTOR, attached hereto as **Exhibit "A"**.
  - 2.1 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon the written request of the CITY. Nothing contained herein nor in any exhibit or amendment hereto, shall require the CITY to purchase any set quantity of commodities or services.
  - 2.2 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of commodities. CONTRACTOR shall then provide the specified amount of commodities in accordance with the purchase order and submit an invoice to CITY for such commodities.
  - 2.3 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the commodities herein required to the CITY on an as-needed basis and in accordance with the terms set forth herein and in **Exhibit "A"** attached hereto.
3. **Compensation and Method of Payment.** CONTRACTOR shall be entitled to invoice CITY based on CITY's purchase order(s) and in accordance with the unit pricing listed in **Exhibit "A"** attached hereto. All invoices shall include information such as but not be limited to, date of delivery, quantity, price, and any other information reasonably required by CITY. The total compensation paid to CONTRACTOR pursuant to this Agreement for the commodities herein required shall not exceed **THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$38,500.00)**. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
4. **Changes to Scope.** CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, to be provided pursuant to this Agreement and in accordance with **Exhibit "A"**. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of CITY's Code of Ordinances and must be contained in a written amendment, executed by the Parties hereto prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein, in a purchase order, or in a separate written agreement executed by the Parties hereto.



## 5. **Term and Termination.**

5.1 **Term.** CONTRACTOR shall provide the commodities required herein and in accordance with **Exhibit "A"**, on an as-needed basis, for a period commencing on the effective date of this Agreement and expiring on **August 10, 2025**.

5.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) calendar days written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

5.3 **Termination for Cause; Default.** In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event that CONTRACTOR abandons this Agreement, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.

5.3.1 **Default Events.** The occurrence of any one or more of the following events shall constitute a default and breach of this agreement by CONTRACTOR:

5.3.1.1 Unnecessary delay, refusal of, or failure to correct deficiencies for a period of thirty days after receipt by CONTRACTOR of written notice of such neglect or failure.

5.3.1.2 Assignment and/or transfer of this Agreement which is not expressly permitted here under or in writing by CITY.

5.3.1.3 The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudicated bankrupt (unless, the same is dismissed within sixty (60) calendar days of such filing).

5.3.2 **Remedies in Default.** In the event of default, all payments remaining due to CONTRACTOR at the time of default, less all sums incurred by CITY for reasonable, direct, out-of-pocket costs incurred by CITY by reason of default, shall be due and payable to CONTRACTOR. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

## 6. **Insurance.**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors,



*City of Pembroke Pines*

any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

- 6.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.
- 6.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 6.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.
- 6.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 6.6 **Required Insurance**. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓  6.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal &



advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Designated Construction Project(s) General Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 6.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- 6.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

#### 6.7 REQUIRED ENDORSEMENTS.



*City of Pembroke Pines*

---

- 6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 6.7.2 Waiver of all Rights of Subrogation against the CITY.
- 6.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 6.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 6.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 6.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 6.9 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Section 7, herein.
7. **Indemnification.** The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
- 7.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
8. **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for



any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

10. **Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
  
11. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
  
12. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.



13. **Uncontrollable Forces.** Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
14. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
15. **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.
16. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 16.1 Keep and maintain public records required by the CITY to perform the service;
- 16.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 16.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall





City of Pembroke Pines

destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

16.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

16.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
mgraham@ppines.com**

17. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4th Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923



City of Pembroke Pines

CONTRACTOR: **Brandon Rice**  
**Hawkins, Inc.**  
**2381 Rosegate**  
**Roseville, MN 55113**  
**Telephone No. (800) 330-1369**  
**Email. [brandon.rice@hawkinsinc.com](mailto:brandon.rice@hawkinsinc.com)**

18. **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
19. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
20. **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
- 20.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 20.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
- 20.2.2 Is engaged in business operations in Syria.
21. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- 21.1 **Definitions for this Section.**



- 21.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- 21.1.2 “Subcontractor” includes, but is not limited to, a vendor or consultant.
- 21.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 21.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
- 21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 21.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



City of Pembroke Pines

---

22. **Records and Audit.** CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of five (5) years after final payment is made under this Agreement, or as otherwise required by applicable law.
23. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
24. **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
25. **Compliance with Laws.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.
26. **Entire Agreement.** These terms, together with **Exhibit "A"**, incorporated herein by reference, set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with request to such subject matter. All references to "City of Palm Coast" or "City" in **Exhibit "A"** shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.
27. **Conflict of Terms.** In the event of any conflict or ambiguity by and between the terms set forth in **Exhibit "A"** with the terms set forth herein, the terms of this Agreement shall prevail.

**SIGNATURE PAGE FOLLOWS**




City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

  
Print Name: Jacob Howie

OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
BY:  June 24, 2024  
E2D2D4AA8795454...  
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:  
  
E858EEE04EEF4F3... June 25, 2024

MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:  
BY:  June 24, 2024  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER



**CONTRACTOR:**

HAWKINS, INC.

Signed By: 

Printed Name: Bret Mayer

Title: Regional Manager



# Exhibit "A"

## CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name Hawkins Inc.  
 Project Name: Chemicals for Water Treatment Plants  
 Bid/Reference # ITB-UT-22-45  
 Contract Type: Master Price Agreement  
 Amendment/Renewal: Final Renewal

Original Contract Date: 8/11/2022 New End Date: 8/10/2025

Resolution # 2022-95

City Council Approval Date: 8/2/2022

City's Project Manager Donald Holcomb

**Brief Description/Purpose:**

Final Renewal - Price Agreement for the purchase of various chemicals used by the City's water treatment plants as needed.

**Approvals:**

Responsible Dept. Director Jason De Lorenzo

Date: May 6, 2024 | 8:18 AM EDT

City Finance Helena Alves

Date: May 3, 2024 | 7:36 AM EDT

City Attorney Marcus Duffy

Date: May 2, 2024 | 8:44 PM EDT

Acting City Manager Lauren Johnston

Date: May 6, 2024 | 8:32 AM EDT



# City of PALM COAST

Finance Department  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Hawkins Inc.  
Attn: Douglas Lange  
2263 Clark Street  
Apopka, Florida 32703

RE: Letter Authorizing Contract Renewal

Master Price Agreement

Contract Name

August 11, 2022

Effective date

Chemicals for Water Treatment Plants ITB-UT-22-45

Project name and #

Mr. Lange,

The above referenced contract is currently set to expire August 10, 2024. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until August 10, 2025. This is the final renewal.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;



- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 448.095. E-Verify Registration and Use. "Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

*Nathalie Garcia*

Nathalie Garcia  
 Contracts Coordinator  
[ngarcia@palmcoastgov.com](mailto:ngarcia@palmcoastgov.com)

**This contract renewal is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**  
 Digitally signed by:  
 By: *Lauren Johnston*  
17644D609F7D434...  
 Print: Lauren Johnston  
 Title: Acting City Manager  
 Date: May 6, 2024 | 8:32 AM EDT

**SUPPLIER**  
 Digitally signed by:  
 By: *Douglas Lange*  
B80644076439  
 Print Name: Douglas Lange  
 Title: VP Hawkins, Inc. Douglas A Lange  
 Date: May 2, 2024 | 3:19 PM EDT



## FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Hawkins, Inc. \_\_\_\_\_ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Douglas Lange

Title: VP Hawkins, Inc. Douglas A Lange

Signature  DocuSigned by:  
B8D5F64D475143C

Date: May 2, 2024 | 3:19 PM EDT



## CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name Hawkins Inc.

Project Name: Chemicals for Water Treatment Plants

Bid/Reference # ITB-UT-22-45

Contract Type: Master Price Agreement

Amendment/Renewal: 1st Renewal

Original Contract Date: 8/11/2022 New End Date: 8/10/2024

Resolution # 2022-95

City Council Approval Date: 8/2/2022

City's Project Manager Donald Holcomb

**Brief Description/Purpose:**

Renewal - Price Agreement for the purchase of various chemicals used by the City's water treatment plants as needed.

**Approvals:**

Responsible Dept. Director Stephen Flanagan

Date: May 22, 2023 | 9:08 AM EDT

City Finance Helena Alves

Date: May 19, 2023 | 8:15 AM EDT

City Attorney Nyssa Boudert

Date: May 18, 2023 | 1:41 PM EDT

City Manager Denise Bryan

Date: May 22, 2023 | 9:47 AM EDT



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Hawkins Inc.  
Attn: Raymond Pool  
2263 Clark Street  
Apopka, Florida 32703

RE: Letter Authorizing Contract Renewal

Master Price Agreement

Contract Name

August 11, 2022

Effective date

Chemicals for Water Treatment Plants ITB-UT-22-45

Project name and #

Mr. Pool,

The above referenced contract is currently set to expire August 10, 2023. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until August 10, 2024. This is the first renewal. If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

*Casey Luedke*

Casey Luedke  
Contracts Coordinator  
cluedke@palmcoastgov.com

**This contract renewal is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

DocuSigned by:  
By: Denise Bevan  
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: May 22, 2023 | 9:47 AM EDT

**SUPPLIER**

DocuSigned by:  
By: Raymond Pool  
5A13... (Authorized Corporate Signatory)

Print Name: Raymond Pool

Title: Region Manager

Date: May 18, 2023 | 1:28 PM EDT





BPO Mgr. Approval

DS  
MR

### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Hawkins Inc.

Project Name: Chemicals for Water Treatment Plants

Bid/Reference # ITB-UT-22-45

Contract Type: Master Price Agreement

Contract Value \$ n/a

Resolution # 2022- 95

City Council Approval Date: 8/2/2022

Standard Contract Template (Y/N): y

If No, then Reviewed by  
City Attorney: n/a

Length of Contract: 1 year

If Yes, # and length of  
renewals: 2 at one year each

Renewable (Y/N): yes

City's Project Manager Donald Holcomb

**Brief Description/Purpose:**

Price Agreement for the purchase of various chemicals used by the City's water treatment plants as needed.

**Approvals:**

Responsible Dept. Director Stephen Flanagan  
DocuSigned by: 05CF7E6948D1499...

Date: Aug 10, 2022 | 2:53 PM

City Finance Helena Alves  
DocuSigned by: 4F2A3892B67B492...

Date: Aug 10, 2022 | 1:14 PM

City Attorney Mysa Borkert  
DocuSigned by: E1D83E71806D418...

Date: Aug 9, 2022 | 9:50 AM EDT

City Manager Denise Berman  
DocuSigned by: B8F859DE5A4147C...

Date: Aug 11, 2022 | 7:02 AM EDT



# city of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.

Regards,  
City of Palm Coast

*Budget & Procurement Office*





## MASTER PRICE AGREEMENT

**THIS MASTER PRICE AGREEMENT** (“Agreement”) made and entered into this 11th day of August, 2022 (“Effective Date”), between HAWKINS, INC., whose primary place of business is 3100 East Hennepin Avenue, Minneapolis, Minnesota 55413 (“SUPPLIER”) and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, (“CITY”).

### WITNESSETH:

**WHEREAS**, CITY desires to procure certain goods (“Goods”) as set forth in Exhibit “A” Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Invitation to Bid for Chemicals For Water Treatment Plants # ITB-UT-22-45 (“ITB”) requesting bids/quotes for the Goods; and

**WHEREAS**, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

**1. PURCHASE ORDERS.** During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders (“Purchase Orders”), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**2. DELIVERY-** Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

### **3. COMPENSATION.**

**A. Pricing.** Pricing for the Goods set forth in any Purchase Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

**B. Invoicing.** Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement. The original invoice shall be emailed to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com).

**C. Payment Terms.** Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

#### **4. TERM AND TERMINATION.**

**A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

#### **B. Termination.**

i. **Termination Without Cause.** CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. **Termination For Cause.** City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

#### **5. INDEMNIFICATION AND INSURANCE.**

##### **A. Indemnification/Sovereign Immunity.**

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

**B. Insurance.** The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirementst, attached hereto and made a part hereof.

#### **6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.**

**A.** In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

**B.** SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

**C.** In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

**8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

**9. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

**10. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

**11. CONTRACT DOCUMENTS.** The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

**12. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

**13. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

**14. E-VERIFY REGISTRATION AND USE**

**A.** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.

**B. Subcontractors**

i. SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees it may hire during the term of this Agreement.



- ii. SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- iii. SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

**C.** SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

**D.** Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of this Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

**15. INDEPENDENT CONTRACTOR.** The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

**16. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**FOR CITY:**

The City Manager  
 City of Palm Coast  
 160 Lake Avenue  
 Palm Coast, Florida 32164

**FOR SUPPLIER:**

Raymond Pool  
 Hawkins, Inc.  
 2263 Clark Street  
 Apopka, Florida 32703

**17. PUBLIC RECORDS LAW.** The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the

SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

**IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, VSMITH@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**18. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order, SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

**19. UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

**20. WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

**CITY OF PALM COAST**

DocuSigned by:  
By: Denise Bevan  
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Aug 11, 2022 | 7:02 AM EDT

**HAWKINS, INC.**

DocuSigned by:  
By: Raymond Pool  
5A738B23E140...  
Authorized Corporate Officer

Print: Raymond Pool

Title: Region Manager

Date: Aug 9, 2022 | 8:55 AM EDT

Exhibits:

A: Product/Price List

B: Insurance Requirements



**Exhibit B**  
**INSURANCE REQUIREMENTS**

**1. GENERAL.**

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- 1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

**2. INSURANCE COMPANY REQUIREMENTS.**

- 2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

**3. COVERAGE.**

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

**3.1.1. Workers' Compensation/Employer's Liability.**

**A. Workers Compensation Coverage** SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

**B. Employers Liability Coverage**

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

**3.1.2. Commercial General Liability.**

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

**3.1.3. Business Auto Policy.**

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/8/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	<b>CONTACT NAME:</b> Centralized Accounts Servicing Team <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> CAST@marshmma.com														
<b>INSURED</b> Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B : Aspen Speciality Insurance Company</td> <td style="text-align: center;">10717</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td style="text-align: center;">25224</td> </tr> <tr> <td>INSURER D : The Ins Co of the State of Pennsylvania</td> <td style="text-align: center;">19429</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Aspen Speciality Insurance Company	10717	INSURER C : Great Divide Insurance Company	25224	INSURER D : The Ins Co of the State of Pennsylvania	19429	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Nautilus Insurance Company	17370														
INSURER B : Aspen Speciality Insurance Company	10717														
INSURER C : Great Divide Insurance Company	25224														
INSURER D : The Ins Co of the State of Pennsylvania	19429														
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 318910458** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			GLP20330691	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48			BAP203306811	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 25,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX203307011	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	14220495 14220496 (CA Only)	9/30/2021 9/30/2021	9/30/2022 9/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Pollution Liability (Primary) Pollution Liability (Excess)			SSP201587912 EXAFVXW19	9/30/2021 9/30/2021	9/30/2024 9/30/2024	Total Limit with primary and excess \$25,000,000 Occ \$25,000,000 Agg

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Companies A & B are subject to statutes and regulations of surplus lines carriers.

Re: ITB #ITB-UT-22-45.  
 City of Palm Coast, its officials, officers and employees are Additional Insureds on a primary and non-contributory basis limited to the General Liability & Automobile Liability coverages. A Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation in See Attached...

<b>CERTIFICATE HOLDER</b>  City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: HAWKIINC

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

favor of the Additional Insureds. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium. The above applies as required by the written contract or agreement.

POLICY NUMBER: GLP2033069-10

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by those entities with whom the Named Insured executes a written contract.	All locations of the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLP2033069-11

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
As required by those entities with whom the named insured executes a written contract.	Where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## City of Palm Coast, Florida Agenda Item

Agenda Date: August 2, 2022

<b>Department</b>	UTILITY	<b>Amount</b>	AS NEEDED
<b>Division</b>	WATER	<b>Account</b>	# 54019086 – 052030
			# 54019087 – 052030
			# 54019085 – 052030
<b>Subject</b> RESOLUTION 2022-XX APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., FOR THE PURCHASE OF VARIOUS CHEMICALS			
<b>Presenter : Peter Roussel, Utility Deputy Director</b>			
<p><b>Background:</b>  <b>This item is for standard operations.</b></p> <p>The City of Palm Coast’s Utility Department/Water Treatment Plants #1, #2, and #3 utilize various chemicals during the treatment process. The City of Palm Coast bid the annual supply of various chemicals through ITB-UT-22-45. The contract term will be one (1) year and will allow for two (2) renewals.</p> <p>The chemicals included in this bid are:</p> <ul style="list-style-type: none"> <li>• Liquid Sulfuric Acid 50%, NSF Certified</li> <li>• Liquid Corrosion Inhibitor (30% polyphosphate and 70% orthophosphate), minimum 35% active ingredients (Total PO4), NSF Certified</li> <li>• Ammonium Sulfate Solution</li> </ul> <p>City Staff recommends that Council approves a master price agreement with Hawkins, Inc., for various chemicals based on ITB-UT-22-45. The Notice of Intent to Award and project bid overview are attached to this agenda item.</p> <p>City staff will purchase the chemicals using budgeted funds appropriated by Council. The Fiscal Year 2022 Budget includes available funding within Utility Fund-Chemicals. These chemicals will be purchased on an as needed basis.</p>			
<b>SOURCE OF FUNDS WORKSHEET FY 2022</b>			
UTILITYFND Chemicals 54019086 052030		\$739,152.00	
Total Expended/Encumbered to Date.....		622,003.30	
Pending Work Orders/Contracts.....		0.00	
Current (WO/Contract).....		0.00	
<b>Balance</b> .....		<b>\$117,148.70</b>	
<b>SOURCE OF FUNDS WORKSHEET FY 2022</b>			
UTILITYFND Chemicals 54019087 052030		\$649,945.00	
Total Expended/Encumbered to Date.....		648,252.00	
Pending Work Orders/Contracts.....		0.00	
Current (WO/Contract).....		0.00	
<b>Balance</b> .....		<b>\$ 1,693.00</b>	

**SOURCE OF FUNDS WORKSHEET FY 2022**

UTILITYFND Chemicals 54019085 052030	\$129,000.00
Total Expended/Encumbered to Date.....	117,931.50
Pending Work Orders/Contracts.....	0.00
Current (WO/Contract).....	0.00
<b>Balance.....</b>	<b>\$11,068.50</b>

**Recommended Action :**  
**ADOPT RESOLUTION 2022-XX APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., FOR VARIOUS CHEMICALS**

**RESOLUTION 2022-\_\_\_\_**  
**VARIOUS CHEMICALS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., TO PURCHASE VARIOUS CHEMICALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Hawkins, Inc. has expressed a desire to provide various chemicals, to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to purchase various chemicals from Hawkins, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Hawkins, Inc., for the purchase of the annual supply of various chemicals, which is attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager or designee is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 2<sup>nd</sup> day of August 2022.

*ATTEST:*

**CITY OF PALM COAST**

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – Master Price Agreement-Hawkins, Inc.



# City of PALM COAST

Finance Department  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-22-45 - CHEMICALS FOR WATER TREATMENT PLANTS

**Date:** 6/24/2022

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 6/29/2022

Firm	Bid (Sum of all items Bid)
Hawkins, Inc. Brooker, FL	<b>\$356,625.00</b> Bid all 3 items
Shannon Chemical Corporation Malvern, PA	\$221,280.00 Bid only 1 item and the price bid was not competitive

The intent of the City of Palm Coast is to award ITB-UT-22-45 to Hawkins, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

*For questions regarding the NOIT please contact Procurement Coordinator [jkscott@palmcoastgov.com](mailto:jkscott@palmcoastgov.com).*

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the Assistant City Manager, Lauren Johnston ( [LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com) ) shall constitute a waiver of the protest proceedings.*





# ITB-UT-22-45 - CHEMICALS FOR WATER TREATMENT PLANTS

## Project Overview

Project Details	
Reference ID	ITB-UT-22-45
Project Name	CHEMICALS FOR WATER TREATMENT PLANTS
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a Master Pricing Agreement Contract for the purchase of various chemicals to be used at the City's Water Treatment Plants.
Open Date	Jun 08, 2022 8:00 AM EDT
Intent to Bid Due	Jun 22, 2022 2:00 PM EDT
Close Date	Jun 23, 2022 2:00 PM EDT

Awarded Suppliers	Reason	Score
Hawkins, Inc.		100 pts





## Seal status

Requested Information	Unsealed on	Unsealed by
Required Forms 1 - 5	Jun 23, 2022 2:02 PM EDT	Jesse Scott
Price Schedule	Jun 23, 2022 2:02 PM EDT	Jesse Scott
References	Jun 23, 2022 2:02 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest, You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Donald Holcomb	Jun 23, 2022 2:02 PM EDT	No
Fred Greiner	Jun 23, 2022 2:34 PM EDT	No
Ryan Bellerive	Jun 23, 2022 2:10 PM EDT	No
Jesse Scott	Jun 23, 2022 2:03 PM EDT	No



## Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	Documents submitted as requested and required.
Admin Price Review	100 pts	Direct entry of bid price from bid submissions.
Technical Price Review	Pass/Fail	Are prices reasonable based on current market knowledge? Yes = Pass, No = Fail. Do NOT FAIL a submission based on it not being the lowest price.
Technical Review	Pass/Fail	Verify all specifications are met. Review all submissions for required data. MUST check all references for each submission.
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

Supplier	Total / 100 pts	Admin Review Pass/Fail	Admin Price Review / 100 pts	Technical Price Review Pass/Fail	Technical Review Pass/Fail
Hawkins, Inc.	100 pts	Pass	100 pts (\$356,625.00)	Pass Bid on all 3 items offered.	Pass
Shannon Chemical Corporation	0.03566 pts	Pass	0.03566 pts (\$999,999,999.99)	Fail Only Bid 1 of the 3 items offered and the bid price of the one that was bid was not competitive.	Pass

**RESOLUTION 2022-95  
VARIOUS CHEMICALS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., TO PURCHASE VARIOUS CHEMICALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Hawkins, Inc. has expressed a desire to provide various chemicals, to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to purchase various chemicals from Hawkins, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Hawkins, Inc., for the purchase of the annual supply of various chemicals, which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager or designee is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 2<sup>nd</sup> day of August 2022.

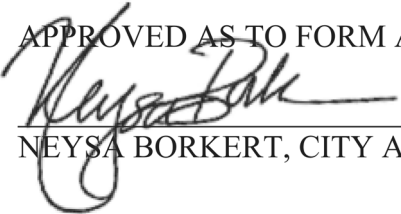
ATTEST:

  
\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

CITY OF PALM COAST

  
\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – Master Price Agreement-Hawkins, Inc.



### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hawkins, Inc. *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hawkins, Inc. *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: Douglas Lange  
Title: VP Hawkins, Inc. Douglas A Lange  
Date: May 2, 2024 | 3:19 PM EDT

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 13.**

**File ID:** 24-0562

**Type:** Purchase

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/06/2024

**Short Title:** Ammonia Sulfate 40% - Hawkins

**Final Action:** 06/18/2024

**Title:** MOTION TO APPROVE THE PURCHASE OF AMMONIA SULFATE 40% FROM HAWKINS, INC. ON AN AS-NEEDED BASIS UTILIZING PRICING ESTABLISHED BY THE CITY OF PALM COAST BID NO. ITB-UT-22-45, FOR AN ANNUAL AMOUNT NOT TO EXCEED \$38,500.00, PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

**\*Agenda Date:** 06/18/2024

**Agenda Number:** 13.

**Internal Notes:**

**Attachments:** 1. Hawkins, Inc. - Piggyback for Purchase of Ammonia Sulfate 40% (VE), 2. Exhibit A - Agreement between City of Palm Coast and Hawkins ITB-UT-22-45

**Related Files:**

1	City Commission	06/18/2024	approve	Pass
	<b>Action Text:</b>	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez	
		Nay: - 0		

MOTION TO APPROVE THE PURCHASE OF AMMONIA SULFATE 40% FROM HAWKINS, INC. ON AN AS-NEEDED BASIS UTILIZING PRICING ESTABLISHED BY THE CITY OF PALM COAST BID NO. ITB-UT-22-45, FOR AN ANNUAL AMOUNT NOT TO EXCEED \$38,500.00, PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

**PROCUREMENT PROCESS TAKEN:**

**- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**

**- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."**

**- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**

**- Section 35.18(C)(5) states that "Commodities or services that are the subject of contract with the state, its political subdivisions or other governmental entities including the United States Government, are exempt from this section.**

**- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**

**- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**

**- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

#### **SUMMARY EXPLANATION AND BACKGROUND:**

1. As part of the Jacobs/OMI function sourcing agreement, the City is responsible for providing chemicals for Utilities operations.
2. The Utilities Department utilizes Ammonia Sulfate 40% at the Holly Lake water system booster pumping station as part of the disinfection process for drinking water.
3. The City's current agreement with Hawkins for ammonia sulfate will naturally expire on June 21, 2024. Thereby the Utilities Department researched other available contracts to continue procuring Ammonia Sulfate 40% as needed.
4. On August 11, 2022, the City of Palm Coast entered into an agreement with Hawkins, Inc. to award Bid No. ITB-UT-22-45 "Chemicals for Water Treatment Plants" to Hawkins Inc. The agreement term was one-year with, two, one-year renewal periods. The City of Palm Coast is currently on their first renewal term which shall expire August 10, 2024. As of May 6, 2024, The City of Plam Coast approved the second renewal of this contract, to commence on August 11, 2024, and expire August 10, 2025, with no further renewals. The second renewal will extend the terms of the original agreement with no changes.
5. Utilities Department Staff has evaluated the City of Palm Coast's Bid No. ITB-UT-22-45 and the agreement with Hawkins, Inc., and has determined that it would be in the City's best interest to engage Hawkins, Inc. to provide ammonia sulfate to the Holly Lake booster station.
6. Staff has estimated that the annual consumption of ammonia sulfate is estimated at 7,000 gallons; at a proposed cost of \$5.50 per gallon, totaling an estimated annual amount of \$38,500.00.



**Agenda Request Form Continued (24-0562)**

---

7. Request the City Commission to approve the purchase of Ammonia Sulfate 40% from Hawkins, Inc. on an as-needed basis utilizing pricing established by the City of Palm Coast Bid No. ITB-UT-22-45, for an annual amount not to exceed \$38,500.00, pursuant to Section 35.18(C)(5) of the City's Code of Ordinances.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$38,500.00
- b) **Amount budgeted for this item in Account No:** \$5,115.00 for the current year is available in Account No. 471-533-6031-552430-0000-000-0000- (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$5,115.00	\$33,385.00
Net Cost	\$5,115.00	\$33,385.00

- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/6/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	<b>CONTACT NAME:</b> Centralized Accounts Servicing Team <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> CAST@marshmma.com														
<b>INSURED</b> Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B : Aspen Speciality Insurance Company</td> <td style="text-align: center;">10717</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td style="text-align: center;">25224</td> </tr> <tr> <td>INSURER D : Intact Insurance Company</td> <td style="text-align: center;">55555</td> </tr> <tr> <td>INSURER E : American Casualty Company of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Aspen Speciality Insurance Company	10717	INSURER C : Great Divide Insurance Company	25224	INSURER D : Intact Insurance Company	55555	INSURER E : American Casualty Company of Reading PA	20427	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Nautilus Insurance Company	17370														
INSURER B : Aspen Speciality Insurance Company	10717														
INSURER C : Great Divide Insurance Company	25224														
INSURER D : Intact Insurance Company	55555														
INSURER E : American Casualty Company of Reading PA	20427														
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 307599044** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			GLP203306913	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48			BAP203306814	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 25,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX203307013	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7040063575 7040063527	9/30/2023 9/30/2023	9/30/2024 9/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Pollution Liability (Primary) Pollution Liability (Excess) Inland Marine			SSP201587912 EXAFVXW19 790036399	9/30/2021 9/30/2021 12/28/2023	9/30/2024 9/30/2024 12/28/2024	Total Limit with primary and excess Limits \$25,000,000 Occ \$25,000,000 Agg See Below

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Inland Marine - Covered Railcars  
 VTGX 017003 - \$29,748.70  
 VTGX 017376 - \$29,748.70  
 VTGX 017415 - \$29,748.70  
 VTGX 017515 - \$29,748.70

Re: Piggyback for Purchase of Ammonia Sulfate 40%  
 Certificate Holder is included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

<b>CERTIFICATE HOLDER</b>  City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--