

Telephone: _____ Fax: _____

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND HAWKINS WATER TREATMENT GROUP, INC. TO FURNISH AND
DELIVER HYDROFLUOSILICIC ACID**

THIS SECOND AMENDMENT, entered into this 5th day of
May _____, 2023, by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

**HAWKINS WATER TREATMENT
GROUP, INC.**

d/b/a The Dumont Company
2381 Rosegate
Roseville, Minnesota 55113
(hereinafter referred to as "HAWKINS")

WHEREAS, on August 22, 2019, CITY and HAWKINS entered into an Agreement (hereinafter the "Agreement") to furnish and deliver hydrofluosilicic acid; and

WHEREAS, the Agreement provides that it may be renewed for two (2) additional two (2) year terms, subject to satisfactory performance by HAWKINS; and

WHEREAS, on May 25, 2021 the parties renewed the Agreement through August 18, 2023; and

WHEREAS, both parties are desirous of renewing the Agreement for one (1) final two (2) year term;

WHEREAS, staff recommends that the Agreement be renewed with HAWKINS through August 18, 2025; and

WHEREAS, the Purchasing Manager concurs with the staff recommendation and deems it to be in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

The term of this Agreement shall be renewed for the final two (2) year term through August 18, 2025.

SECTION 3. Attachment 1A to the Amendment, entitled “Hydrofluosilicic Acid, Estimated Annual Usage,” is hereby replaced with new Attachment 1B, attached hereto and incorporated herein.

SECTION 4. Attachment 2A to the Amendment, entitled “Hydrofluosilicic Acid, Entity Contact Name & Phone #'s,” is hereby replaced with new Attachment 2B, attached hereto and incorporated herein.

SECTION 5. Section 15 of the original Agreement shall be amended to read as follows, any portion of Section 15 not specifically amended below shall remain in full force and affect:

INDEMNIFICATION

15.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which HAWKINS is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

SECTION 6. Pursuant to Section 18.01 of the original Agreement, HAWKINS's documentation for product price changes is attached hereto and incorporated herein as Exhibit “3.”

SECTION 7. Section 25 of the original Agreement shall hereby be replaced in its entirety to read as follows:

FORCE MAJEURE AND APPROPRIATION

25.01 In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

25.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 8. Section 28 of the original Agreement shall hereby be replaced in its entirety to read as follows:

RECORDS AND AUDIT

28.01 CITY reserves the right to audit the records of HAWKINS relating to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, HAWKINS shall agree to submit to an audit by an independent certified public accountant selected by CITY. HAWKINS shall allow CITY to inspect, examine and review the records of HAWKINS at any and all times during normal business hours during the term of this Agreement.

28.02 IF HAWKINS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HAWKINS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

28.03 HAWKINS understands, acknowledges and agrees that HAWKINS shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (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, Florida Statutes, or as otherwise provided by law or CITY policy.
- (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 contract term and following completion of the contract if HAWKINS does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of HAWKINS or keep and maintain public records required by CITY to perform the service. If HAWKINS transfers all public records to CITY upon completion of the contract, HAWKINS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HAWKINS keeps and maintains public records upon completion of the contract, HAWKINS 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 that is compatible with the information technology systems of CITY.

28.04 NONCOMPLIANCE OF HAWKINS

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify HAWKINS of the request, and HAWKINS must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If HAWKINS does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If HAWKINS fails to provide the public records to CITY within a reasonable time, HAWKINS may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against HAWKINS to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against HAWKINS the reasonable costs of enforcement.

SECTION 9. Section 35 of the original Agreement shall be amended to read as follows, any portion of Section 35 not specifically amended below shall remain in full force and affect:

NOTICES:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

Copy to: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1166
Email: jnorris@coralsprings.gov

Juan Robby, Assistant Director of Public Works
City of Coral Springs
3800 NW 85th Avenue
Coral Springs, Florida 33065
Telephone: 954-345-2161
Email: jrobbby@coralsprings.gov

SECTION 10. In all other respects, the terms and conditions of the Agreement remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

SECTION 11. This Second Amendment shall become effective upon execution by CITY.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and HAWKINS WATER TREATMENT GROUP, INC., d/b/a the DUMONT COMPANY, have caused these present to be executed in their respective names by the proper officials the day and year first above written.

APPROVED AS TO FORM:

CITY OF CORAL SPRINGS, FLORIDA

Christina Gomez
Christina Gomez (May 5, 2023 13:09 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

Gail Dixon
Gail Dixon (May 5, 2023 13:12 EDT)

GAIL DIXON, Purchasing Manager

**HAWKINS WATER TREATMENT GROUP,
INC., d/b/a The Dumont Company**

By: Raymond Pool
Raymond Pool (May 5, 2023 12:02 EDT)

Print Name: Raymond Pool

Title: Region Manager

ATTACHMENT 1B

HYDROFLUOSILICIC ACID

ESTIMATED ANNUAL USAGE

Agency	Est. Annual Qty. (Gallons)	Tank Size	Minimum Delivery (Gallons)	Own or Rent Tank	Special Requirement
Cooper City	4,500	700	250	Own	Deliveries between 7:30 a.m. – 2:30 p.m.
Coral Springs	3,500	500	400	Own	N/A
Coral Springs Improvement District	3,000	500	250	Own	Product shall be pumped with an electric pump, use of pressurized air to offload is prohibited.
Davie	(Sys III) 2,500	(Sys III) 800	400	Own	Delivery Mon-Fri 8:00 a.m. to 2:00 p.m.
	(Sys V) 3,000	(Sys V) 2,000	400	Own	
Deerfield Beach	9,000	5,800	500	Own	Delivery Mon-Fri 8:00 a.m. to 3:00 p.m.
Hallandale Beach	7,300	900	200	Own	Smaller delivery truck recommended. Delivery site is congested and a challenge for drivers
Margate	6,000	1,000	800	Own	Deliveries Mon-Thurs between 7:00 a.m. to 4:00 p.m.
Miramar	19,300	East 1,050	400	Lease	N/A
		West 1,500	400		
N. Lauderdale	3,500	300	200	Own	N/A
N. Miami	2,400	450	200	Own	Possible maneuverability issues for oversized delivery vehicles. Est. quantity will increase after April 2019 to 5,000-8,000 gal.
Pembroke Pines	9,600	1,100	500	Own	N/A
Tamarac	4,000	1,000	300	Own	1-1/2" can into 1,000 gal. fiberglass tank, 1-1/2" female to 1-1/2" male
City of West Palm Beach	27,000	6,000	4,500	Own	Hours of Delivery 8:00 a.m to 3:00 p.m

Note: Each entity will order no less than 200 gallons per delivery.

ATTACHMENT 2B

HYDROFLUOSILICIC ACID ENTITY CONTACT NAME & PHONE #'S

Agency	Contact	Phone Number	Fax Number	Email
Cooper City	George Garba	954 434-5519		ggarba@coopercity.gov
Coral Springs	Nick Caradonna	954 344-1103		ncaradonna@coralsprings.gov
	Alvan Jones	954-345-2162		ajones@coralsprings.gov
Coral Springs Improvement District	Joe Stephens	954-796-6667		joes@csidfl.org
Davie	Anano Maharaj	954 327-3748	954-327-3752	amaharaj@davie-fl.gov
Deerfield Beach	Joshua Niemann	954 480-4369	954 480-4348	jniemann@deerfield-beach.com
Hallandale Beach	John Fawcett	954 457-1610 or 954 457-1632		jfawcett@cohb.org
Margate	Richard Uber	954 972-0828	954 978-7349	ruber@margatefl.com
Miramar	Evelyn Valerio	954 883-5012	954 602-3644	ervalerio@miramarfl.gov
North Lauderdale	Neil Buckeridge	954 597-4757	954 597-4857	nbuckeridge@nlauderdale.org
N. Miami	Heylicken Espinoza	305 895-9886 x12905		hespinoza@northmiamifl.gov
	Pavel Vida	305 953-2854		
Pembroke Pines	Paul Thompson	954 995-0281		pthompson@ppines.com
Tamarac	Keith Glatz	954 597-3570	954 597-3565	Keith.glatz@tamarac.org
	Jason Bentley			Jason.bentley@tamarac.org
City of West Palm Beach	Lester Galloway	561-822-2207	561-822-2208	LGalloway@wpb.org
	Sandra Feliciano	561-822-2290		SFeliciano@wpb.org



EXHIBIT 3

WATER TREATMENT GROUP

Hawkins, Inc.
2263 Clark Street
Apopka, FL
PH: 800-330-1369
FAX: 800-524-931

April 20, 2023
Nicholas Caradonna
City of Coral Springs, FL
9500 Sample road
Coral Springs, FL 33065

Nicholas,

Per your request Hawkins Inc. would like to offer the following price for product used at your plant. Hawkins new price as of 8-19-23 would move to \$4.35 per gallon. This price would be in effect from 8-19-2023 through 8-31-2024. With the current market conditions, we are unable to quote longer without having to assume worst case scenario for the markets. These prices have continued to rise without any support from suppliers and in discussions with all of my suppliers none are willing to hold a price or even submit a cap that price will not go beyond the end of the year. Prior to 2023 we had increases that we absorbed to finish this contract. Hawkins continues to source product from reliable sources and protect our customer base supply. Hawkins also will offer any training classes on chemical safety to our customers.

We look forward to continued service to the Coral Springs COOP; if you need any additional information, please to do not hesitate to contact us.

Please let us know your decision.

Yours truly,

Raymond Pool
SE Regional Manager












Second Amendment to Agreement with Hawkins


Final Audit Report


2023-05-05


Created:	2023-05-04
By:	Nicholas Caradonna (ncaradonna@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh3EFqFaq64bMjSLfeEtMWFvHjNbDvCfO

"Second Amendment to Agreement with Hawkins" History

-  Document created by Nicholas Caradonna (ncaradonna@coralsprings.org)
2023-05-04 - 4:56:55 PM GMT
-  Document emailed to chuck.pool@hawkinsinc.com for signature
2023-05-04 - 4:58:36 PM GMT
-  Email viewed by chuck.pool@hawkinsinc.com
2023-05-04 - 5:16:12 PM GMT
-  Signer chuck.pool@hawkinsinc.com entered name at signing as Raymond Pool
2023-05-05 - 4:02:29 PM GMT
-  Document e-signed by Raymond Pool (chuck.pool@hawkinsinc.com)
Signature Date: 2023-05-05 - 4:02:31 PM GMT - Time Source: server
-  Document emailed to cgomez@coralsprings.gov for signature
2023-05-05 - 4:02:32 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2023-05-05 - 5:09:14 PM GMT
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2023-05-05 - 5:09:52 PM GMT
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2023-05-05 - 5:09:54 PM GMT - Time Source: server
-  Document emailed to gdixon@coralsprings.gov for signature
2023-05-05 - 5:09:55 PM GMT
-  Email viewed by gdixon@coralsprings.gov
2023-05-05 - 5:11:42 PM GMT

 Signer gdixon@coralsprings.gov entered name at signing as Gail Dixon
2023-05-05 - 5:12:13 PM GMT

 Document e-signed by Gail Dixon (gdixon@coralsprings.gov)
Signature Date: 2023-05-05 - 5:12:15 PM GMT - Time Source: server

 Agreement completed.
2023-05-05 - 5:12:15 PM GMT



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 21.

File ID: 23-0053

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - June 21, 2023

Final Action: 06/21/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

- (A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal
- (B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal
- (C) Imagine Learning LLC - Student Online Services-Renewal
- (D) Lexipol LLC-Law Enforcement Wellness App-Renewal
- (E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal
- (F) Choices for Life, Inc.-Commercial Lease-Renewal
- (G) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal
- (I) Ferguson Enterprises, LLC-Utilities Fitting and Accessories-Renewal
- (J) Hawkins Water Treatment Group, Inc- Purchase of Hydrofluosilicic Acid-CO-OP Renewal

**ITEMS (K) AND (L) ARE NOT BEING RENEWED, THEREFORE, NO
COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR
NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F)
OF THE CITY'S PROCUREMENT CODE:**

- (K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting

Systems - Non-Renewal

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement -
Non-renewal

*Agenda Date: 06/21/2023

Agenda Number: 21.

Internal Notes:

Attachments: 1. Contracts Database Report - June 21st, 2023, 2. A. Comcast Cable Pines Point 2012 (all-backup), 3. A. Comcast Cable Pines Place 2012 (all-backup), 4. B. Miller Legg & Associates - Land Surveying Services PSEN-19-09 (AB), 5. C. Imagine Learning-Online Services for Charter Schools (ABD), 6. D. Lexipol MSA (AB), 7. E. Safeguard Services Inc Agreement - Janitorial Services (PD-21-01)(all backup), 8. F. Choices for Life, Inc. - Commercial Lease Agreement (AB), 9. G. Miami Art Services LLC - Art Installation Services (AB), 10. H. Bellsouth Telecommunications LLC dba AT&T Southeast - PRI Agreement (all-backup), 11. I. Ferguson Enterprises - Utilities Fittings and Accesories (AB), 12. J. Hawkins Hydrofluosilicic CO-OP (ABD-2), 13. K. Keylite Power & Lighting Corp - Station Alerting System Service Agreement (ABD), 14. L. Allied Universal - CO-OP Sodium Hypochlorite (AB)

1	City Commission	06/21/2023	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

1. On December 27, 2012, the City entered into two (2) Services Agreements with Comcast of

South Florida II, Inc., each for an initial five (5) year period, which expired on December 14, 2017.

2. The City of Pembroke Pines Community Services Department utilizes Comcast of South Florida II, Inc. to provide basic cable and broadcast TV services for the senior residential units at Pines Point and Pines Place.

3. Section 9 of each of the Original Agreements authorizes additional, automatic, two (2) year renewal terms.

4. On December 15, 2017, 2019, and 2021 the services were automatically renewed, each time for an additional two (2) year period, extending the terms of both Agreements to December 14, 2023.

5. The Community Services Department recommends that the City Commission approve the automatic continuation of these services for an additional two (2) year renewal term, commencing on December 15, 2023, and expiring on December 14, 2025, as allowed by the Agreements.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$653,821.00 (for Pines Point & Pines Place)

b) Amount budgeted for this item in Account No: Cables Fees: Pines Point Account # 001-554-8002-541225-0000-000-0000 and Pines Place Account # 001-554-8002-541225-0000-000-0000-00603

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 2-year projection of the operational cost of the project:

Pines Point:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$50,150.00	\$51,654.00	\$54,237.00
Net Cost	\$50,150.00	\$51,654.00	\$54,237.00

Pines Place:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$157,900.00	\$165,795.00	\$174,085.00
Net Cost	\$157,900.00	\$165,795.00	\$174,085.00

Total:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$208,050.00	\$217,449.00	\$228,322.00
Net Cost	\$208,050.00	\$217,449.00	\$228,322.00

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.

(B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

1. On August 5, 2020, the City entered into an Agreement with Miller Legg & Associates, Inc. for an initial three (3) year period, which expires on August 4, 2023.

2. Miller Legg & Associates, Inc. provides the City with land surveying services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The City expects a significant increase in projects which will require the Consultant's services; therefore, the City is requesting an increase in compensation from \$40,000 to \$80,000.

5. The Engineering Department recommends that the City Commission approve this First Amendment to increase the annual compensation amount from \$40,000.00 to \$80,000.00 and to renew the term for an additional one (1) year period which shall commence on August 5, 2023, and naturally expire on August 4, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$80,000.00

b) Amount budgeted for this item in Account No: 001-519-6006-531100-0000-000-0000

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2 year projection of the operational cost of the project:

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$13,333.33	\$66,666.67
Net Cost	\$13,333.33	\$66,666.67

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

(C) Imagine Learning LLC - Student Online Services - Renewal

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which naturally expired on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved the renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. has since been acquired and is now doing business as Imagine Learning LLC.
6. On June 15, 2022, the City Commission approved the renewal of the Original Agreement, as amended, for a one (1) year period which will naturally expire on July 31, 2023.
7. The City's Charter Schools is satisfied with the performance and execution of the Agreement, as amended, and recommends that the City Commission approve this Third renewal for a one (1) year renewal term which shall commence on August 1, 2023 and naturally expire on July 31, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$62,900.00

b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2023-2024 Proposed Charter School Budget within the following budgetary accounts:

<u>West Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00553</u>	<u>\$18,700.00</u>
<u>West Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00553</u>	<u>\$1,166.67</u>

Central Middle	Non-capital Software & License	171-569-5052-552652-5102-369-0000-00554	\$18,700.00
Central Middle	Professional & Tech Services	171-569-5052-531310-6400-310-0000-00554	\$1,166.67
Academic Village	Non-capital Software & License	172-569-5053-552652-5103-369-0000-	\$22,000.00
Academic Village	Professional & Tech Services	172-569-5053-531310-6400-310-0000-	\$1,166.66
Total			\$62,900.00

c) **Source of funding for difference, if not fully budgeted:** Not applicable.

d) **1 year projection of the operational cost of the project:**

	FY 2023-24
Revenues	\$.00
Expenditures	\$62,900.00
Net Cost	\$62,900.00

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.

(D) Lexipol LLC - Law Enforcement Wellness App - Renewal

1. On June 15, 2022, the City commission approved to enter into a Master Service Agreement with Lexipol, LLC for an initial one (1) year period, which shall naturally expire on July 11, 2023.

2. Lexipol, LLC provides the City's Police Department with the Cordico Shield Law Enforcement Wellness App.

3. Section 2 of the Original Agreement authorizes the renewal of the Original Agreement for successive one (1) year renewal terms unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term.

4. The Police Department recommends extending the term of the Original Agreement for a one (1) year period which shall commence on July 12, 2023 and shall naturally expire on July 11, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$35,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 122-521-3023-534995-0000-000-0000- Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project** Not Applicable

	Current FY
Revenues	\$.00
Expenditures	\$35,000.00
Net Cost	\$35,000.00

- 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

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal

1. On June 12, 2021, the City entered into an agreement with Safeguard Services, Inc. for an initial two (2) year period, which will expire on June 1, 2023.
2. The City contracts Safeguard Services, Inc. to provide janitorial services at various buildings for the Police Department.
3. Section 5.1 of the Original Agreement authorizes changes to the scope of work of the Original Agreement, evidenced by a written amendment, and on December 29, 2021, the Parties executed the First Amendment, to increase the scope of work to include services at the shoot house portion of the Police Training Facility, and to increase the compensation accordingly. The changes resulted in an increase in annual compensation from \$110,000 to \$112,256.88.
4. Section 3.2 of the Original Agreement authorizes renewal of the Original Agreement for an additional, two (2) year term upon mutual consent, evidenced by a written amendment.
5. On May 24, 2023, the Parties executed the Second Amendment, to extend the term for 29 days up to June 30, 2023, to allow time for the parties to agree on an applicable increase in the compensation.
6. Due to mandated increases in the Florida minimum wage and the increase in the Consumer

Price Index ("CPI"), as well as additional economic pressures, the contractor is requesting a nine percent (9%) increase in compensation. The Police Department and Contractor have agreed that the City will provide the Janitorial Supplies for the renewal term. These changes will result in a reduction of the total annual compensation from \$112,256.88 to \$104,911.80.

7. The Police Department recommends that the City Commission approve this Third Amendment authorizing the 9% increased compensation rate, with the City providing the janitorial supplies, for an additional, two (2) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$209,823.60 (\$26,227.95 for the remainder of the fiscal year. (7/1/2023 - 9/30/2023))

b) Amount budgeted for this item in Account No: Funds are available in account # 001-521-3001-534950-0000-000-0000 (Other Service - Maintenance)

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3-year projection of the operational cost of the project

	Current FY	Year 2	Year 3
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$26,227.95	\$104,911.80	\$78,683.85
Net Cost	\$26,227.95	\$104,911.80	\$78,683.85

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? No.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(F) Choices for Life, Inc. - Commercial Lease - Renewal

1. On October 15, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expired on November 1, 2021.

2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for

four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. On August 4, 2021, the Parties executed the First Amendment to renew the term for an additional one (1) year period which expired on November 1, 2022.

5. On April 14, 2022, the Parties executed the Second Amendment to renew the term for an additional one (1) year period which expires on November 1, 2023.

6. The Public Services Department recommends the City Commission to approve this Third Amendment to renew the term for an additional one (1) year period which shall commence on November 2, 2023 and naturally expire on November 1, 2024.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$56,896.08

b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000-Rental city facilities

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **2 year projection of the operational cost of the project:**

	FY 2023-24	FY 2024-25
Revenues	\$52,154.74	\$4,741.34
Expenditures	\$0.00	\$0.00
Net Revenue	\$52,154.74	\$4,741.34

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.

(G) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for

two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two-year period
- b) **Amount budgeted for this item in Account No:**
001-573-7010-534990-0000-000-0000-00350
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

- 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

(H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.
2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.
3. The 2021 Agreement formalized the services which had been provided since 2014 and

authorizes the renewal of existing circuits for successive twelve-month terms.

4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2023.

5. The Technology Services Department recommends that the City Commission approve this Renewal Agreement for an additional twelve (12) month renewal term commencing on August 1st, 2023 and expiring on July 31st, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$44,824.80

b) Amount budgeted for this item in Account No:

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2-year projection of the operational cost of the project

This agreement is for a one-year period commencing August 1, 2023. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 1, 2023 to September 30, 2024 for City department budgets and August 1, 2023 to June 30, 2024 for Charter School's budget.

541370 (Communications):

	Current School FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

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

(I) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal

1. On December 14, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF which shall expire on July 15, 2023.
2. Ferguson Enterprises, LLC provides utilities fitting and accessories on an as needed basis for purchase of inventory parts for its Environmental Services Water and Wastewater Division.
3. Section 4.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence on July 16, 2023 and shall naturally expire on July 15, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$350,000.00

b) Amount budgeted for this item in Account No:

471-535-6021-546150-0000-000-0000- & 471-533-6032-546150-0000-000-0000-

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 2 year projection of the operational cost of the project:

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$87,500.00	\$262,500.00
Net Cost	\$87,500.00	\$262,500.00

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?

(J) Hawkins Water Treatment Group, Inc - Purchase of Hydrofluosilicic Acid - CO - OP Renewal

1. On September 18, 2019, the City Commission approved the purchase of Hydrofluosilicic Acid on as needed basis from Hawkins Water Treatment Group, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) Bid #19-C-020-F for an initial period which expired on August 18, 2021.
2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid to the City's Water Treatment Plant and the City's Wastewater Treatment Plant.
3. The Term of the CO-OP Agreement allows for two (2) additional (2) year renewal terms.
4. On August 18, 2021, the City Commission approved to continue utilizing the CO-OP Agreement for the purchase of Hydrofluosilicic Acid on as needed basis for an additional 2 year term which will expire on August 18, 2023.
5. The CO-OP has extended Term of their agreement with Hawkins Water Treatment Group, Inc. for an additional 2 year terms which will expire on August 18, 2025.
6. The Utilities Department recommends that the City Commission approve the continuation of purchasing of Hydrofluosilicic Acid on as needed basis for an additional two (2) year term which shall expire on August 18, 2025 utilizing the CO-OP Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$104,400.00 (12,000 gallons annual estimated usage x \$4.35/gallon)
- b) **Amount budgeted for this item 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) **3 year projection of the operational cost of the project:**

	Current FY	FY 2024	FY 2025
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$8,700.00	\$52,200.00	\$43,500.00
Net Cost	\$8,700.00	\$52,200.00	\$43,500.00

- 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?

(K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Non-Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, which naturally expired on April 30, 2019.
2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.
3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. On May 1, 2019, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for one (1) year, which naturally expired on April 30, 2020.
5. On February 5, 2020, the Parties executed the Second Amendment to the Original Agreement, as amended, to align the term with the City's fiscal year, extending the renewal period to September 30, 2021.
6. On June 16, 2021, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof which naturally expired on September 30, 2022.
7. On August 8, 2022, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the total annual amount from \$41,086.36 to \$42,654.68, and to extend the term thereof for a one (1) year period which will naturally expire on September 30, 2023.
8. There are no further renewals and the Department will start a new Procurement process for the services.

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement - Non-renewal

1. On October 6, 2021, the City Commission approved the purchase of sodium hypochlorite 12.5% from Allied Universal Corp. for an initial period, which expires on August 31, 2023.
2. Allied Universal Corp. provides the City's Water Treatment Plant and the Wastewater Treatment Plant with sodium hypochlorite 12.5% on an as needed basis.
3. The Original Agreement authorizes the renewal of the Original Agreement for two (2)

additional one (1) year renewal terms.

4. The Utilities Department has confirmed that the City of Fort Lauderdale, as the lead agency, has not renewed the CO-OP agreement with Allied Universal Corp, and that a new procurement process has been started to secure this service.

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
HAWKINS WATER TREATMENT GROUP, INC. TO FURNISH AND DELIVER
HYDROFLUOSILICIC ACID**

THIS AMENDMENT is made and entered into this 25 day of May, 2021,
by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

**HAWKINS WATER TREATMENT
GROUP, INC.**

d/b/a The Dumont Company
2381 Rosegate
Roseville, Minnesota 55113
(hereinafter referred to as "HAWKINS")

WHEREAS, on August 22, 2019, CITY and HAWKINS entered into an Agreement (hereinafter the "Agreement") to furnish and deliver hydrofluosilicic acid; and

WHEREAS, the current Agreement expires on August 18, 2021 with the option to renew for two (2) additional two (2) year periods under the same pricing, terms, and conditions; and

WHEREAS, staff recommends that the Agreement be renewed with HAWKINS through August 18, 2023; and

WHEREAS, the Purchasing Manager concurs with the staff recommendation and deems it to be in the best interest of the City; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

The term of this Agreement shall be extended through August 18, 2023 with the option to renew for one (1) additional two (2) year period.

SECTION 3. Exhibit "A," Attachment 1 to the Agreement, entitled "Hydrofluosilicic Acid, Estimated Annual Usage," is hereby replaced with new Attachment 1, attached hereto and incorporated herein.

SECTION 4. Exhibit "A," Attachment 2 to the Agreement, entitled "Hydrofluosilicic Acid, Entity Contact Name & Phone #'s," is hereby replaced with new Attachment 2, attached hereto and incorporated herein.

SECTION 5. Section 35 of the Agreement shall be amended to read as follows:

NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and given by hand delivery; registered or certified mail, return receipt requested; or overnight to:

CITY: Lluís Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1102
Email: lgorgoy@coralsprings.org

Copy to: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1166
Email: jnorris@coralsprings.org

Juan Robby, Assistant Director of Public Works
City of Coral Springs
3800 NW 85th Avenue
Coral Springs, Florida 33065
Telephone: 954-345-2161
Email: jrobbby@coralsprings.org

CONTRACTOR: Raymond Pool, SE Regional Manager
Hawkins Water Treatment Group, Inc.
d/b/a The Dumont Company
2263 Clark Street
Apopka, Florida 32703
Telephone: (800) 330-1369
Email: chuck.pool@hawkinsinc.com

SECTION 6. Section 37 of the Agreement shall be added read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.
- (g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 7. In all other respects, the terms and conditions of the Agreement remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and HAWKINS WATER TREATMENT GROUP, INC., d/b/a THE DUMONT COMPANY, have caused these present to be executed in their respective names by the proper officials the day and year first above written.

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (May 25, 2021 09:58 EDT)

SHERRY WHITACRE, Deputy City Attorney

CITY OF CORAL SPRINGS, FLORIDA

Lluis Gorgoy
Lluis Gorgoy (May 25, 2021 10:00 EDT)

LLUIS GORGOY, Purchasing Manager

**HAWKINS WATER TREATMENT GROUP,
INC., d/b/a The Dumont Company**

By: 

Print Name: Raymond Post

Title: Region Manager

ATTACHMENT 1A

HYDROFLUOSILICIC ACID

ESTIMATED ANNUAL USAGE

Agency	Est. Annual Qty. (Gallons)	Tank Size	Minimum Delivery (Gallons)	Own or Rent Tank	Special Requirement
Cooper City	5,500	700	200	Own	Deliveries between 7:30 a.m. – 2:30 p.m.
Coral Springs	3,500	500	400	Own	N/A
Dania Beach	2,000	550	200	Own	N/A
		100			
Davie	(Sys III) 2,500	(Sys III) 800	400	Own	Delivery Mon-Fri 8:00 a.m. to 2:00 p.m.
	(Sys V) 3,000	(Sys V) 2,000	400	Own	
Deerfield Beach	9,000	5,800	500	Own	Delivery Mon-Fri 8:00 a.m. to 3:00 p.m.
Hallandale Beach	7,300	900	200	Own	Smaller delivery truck recommended. Delivery site is congested and a challenge for drivers
Margate	6,000	1,000	800	Own	Deliveries Mon-Thurs between 7:00 a.m. to 4:00 p.m.
Miramar	19,300	East 1,050	400	Lease	N/A
		West 1,500	400		
N. Lauderdale	3,500	300	200	Own	N/A
N. Miami	2,400	450	200	Own	Possible maneuverability issues for oversized delivery vehicles. Est. quantity will increase after April 2019 to 5,000-8,000 gal.
Pembroke Pines	9,600	1,100	500	Own	N/A
Tamarac	4,000	1,000	300	Own	1-1/2" can into 1,000 gal. fiberglass tank, 1-1/2" female to 1-1/2" male
City of West Palm Beach	27,000	6,000	4,500	Own	Hours of Delivery 8:00 a.m to 3:00 p.m

Note: Each entity will order no less than 200 gallons per delivery.

ATTACHMENT 2A

HYDROFLUOSILICIC ACID ENTITY CONTACT NAME & PHONE #'S

Agency	Contact	Phone Number	Fax Number	Email
Cooper City	George Garba	954 434-5519		ggarba@coopercityfl.org
Coral Springs	Denise Orcutt	954 344-1103		dorcutt@coralsprings.org
	Alvan Jones	954-345-2162		ajones@coralsprings.org
Dania Beach	Tania Stevens	954 924-6800 x3671	954 922-5619	tstevens@daniabeachfl.gov
	Nate Costa	954 924-6808 x3616		ncosta@daniabeachfl.gov
Davie	Daryl Cotton	954 327-3760		Daryl.cotton@davie-fl.gov
Deerfield Beach	Joshua Niemann	954 480-4369	954 480-4348	jniemann@deerfield-beach.com
Hallandale Beach	John Fawcett	954 457-1610 or 954 457-1632		jfawcett@cohb.org
Margate	Richard Uber	954 972-0828	954 978-7349	ruber@margatefl.com
Miramar	Evelyn Valerio	954 883-5012	954 602-3644	ervalerio@miramarfl.gov
N. Lauderdale	Neil Buckeridge	954 597-4757	954 597-4857	nbuckeridge@nlauderdale.org
N. Miami	Heylicken Espinoza	305 895-9886 x12905		hespinoza@northmiamifl.gov
	Pavel Vida	305 953-2854		
Pembroke Pines	Paul Thompson	954 518-9097	954 962-9061	pthompson@ppines.com
Tamarac	Keith Glatz	954 597-3570	954 597-3565	Keith.glatz@tamarac.org
	Jason Bentley			Jason.bentley@tamarac.org
City of West Palm Beach	Lester Galloway	561-822-2207	561-822-2208	LGalloway@wpb.org
	Sandra Feliciano	561-822-2290		SFeliciano@wpb.org



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Detail by Entity Name

Foreign Profit Corporation

HAWKINS WATER TREATMENT GROUP, INC.

Cross Reference Name

HAWKINS, INC.

Filing Information

Document Number F14000004437

FEI/EIN Number 41-0771293

Date Filed 10/20/2014

State MN

Status ACTIVE

Principal Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Mailing Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Registered Agent Name & Address

NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D

SKAAR, DARYL
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

JERGENSON, DUANE
2381 ROSEGATE
ROSEVILLE, MN 55113

Title President, CEO, Director

HAWKINS, PATRICK
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Lange, Douglas
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Secretary, VP

ERSTAD, RICHARD
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Treasurer, CFO

Oldenkamp, Jeff
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Grahek, Drew
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Sevenich, John
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Moran, Theresa
2381 ROSEGATE
ROSEVILLE, MN 55113

Annual Reports

Report Year	Filed Date
2020	01/08/2020
2020	07/30/2020
2021	02/10/2021

Document Images

02/10/2021 – ANNUAL REPORT	View image in PDF format
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07/30/2020 – AMENDED ANNUAL REPORT	View image in PDF format
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01/08/2020 – ANNUAL REPORT	View image in PDF format
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01/03/2019 – ANNUAL REPORT	View image in PDF format
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01/03/2018 – ANNUAL REPORT	View image in PDF format
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[01/09/2018 – ANNUAL REPORT](#)

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[10/20/2014 – Foreign Profit](#)

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WATER TREATMENT GROUP

Hawkins, Inc.
2263 Clark Street
Apopka, FL
PH: 800-330-1369
FAX: 800-524-9315

June 19, 2020

To Whom It May Concern:

As Hawkins, Inc.'s Vice President-Water Treatment Group, I hereby authorize Raymond C. Pool to sign any and all bid documents, contracts/agreements along with any and all related material for and on behalf of Hawkins, Inc.

Thank you,

A handwritten signature in black ink, appearing to read "D. A. Lange", is written over the printed name.

Doug Lange
Vice President
Water Treatment Group









Amendment to Agreement with Hawkins Water Treatment.

Final Audit Report

2021-05-25

Created:	2021-05-25
By:	Denise Orcutt (dorcutt@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6T8kW12rmzNs_eHigwI6R8yK2nMH6WQ4

"Amendment to Agreement with Hawkins Water Treatment." History

-  Document created by Denise Orcutt (dorcutt@coralsprings.org)
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-  Agreement completed.
2021-05-25 - 2:00:20 PM GMT



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 21-0717

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/10/2021

Short Title: Contracts Database Report - August 18, 2021

Final Action: 08/18/2021

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) The Miami Herald Company a division of McClatchy Company - Printing
of Newspaper - Renewal

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/Food services at the
Senior Center - Renewal

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care -
Renewal

(D) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement -
Renewal

(E) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement -
Renewal

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(G) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

(H) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal -
Utilities Department

(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid
CO-OP-Renewal - Utilities Department

**ITEM (K) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non-Renewal - Utilities Department

*Agenda Date: 08/18/2021

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - August 18th, 2021, 2. A. Miami Herald a division of McClatchy Company - Printing of Newspapers (AB), 3. B. Emilio's BBQ Catering Services - Lease and Operation Agreement (AB), 4. C. Vitas Healthcare Corporation-Palliative & Hospice Care (All Backup), 5. D. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 6. E. Optimist Club of West Pembroke Pines (WPPO) Facility Use Agreement (AB), 7. F. Pembroke Pines Girls Softball-PPGS - Facility Use Agreement (Orig-5th) (AB), 8. G. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 9. H. West Pines Girls Softball (WPGS) - Facility Use - (Orig-5th)(AB), 10. I. Airgas USA, LLC-Purchase of Carbon Dioxide CO-OP (Orig-1st Renewal) (All Backup), 11. J. Hawkins-Hydrofluosilicic Acid (All Backup), 12. K. Allied Universal Corp - CO-OP Agreement ALL Backup

1 City Commission 08/18/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
Commissioner Siple, and Commissioner Schwartz
Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) The Miami Herald Company a division of McClatchy Company - Printing of Newspaper - Renewal

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/Food services at the Senior Center - Renewal

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Renewal

(D) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

(E) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(G) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

(H) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department

(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid CO-OP-Renewal - Utilities Department

ITEM (K) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non- Renewal - Utilities Department

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) The Miami Herald Company a division of McClatchy Company - Printing of Newspaper - Renewal

1. On August 31st, 2015, the City entered into an Agreement with The Miami Herald a division of McClatchy Company for an initial two (2) year period, which expired on August 30th, 2017.
2. The City's Administration Department utilizes The Miami Herald to print its City Connect Newspaper.
3. Section 8 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Agreement has had three (3) amendments extending the term up to and including September 30th, 2021.
5. The printing fee is currently \$4,021.00 per issue and is being increased to \$4,415.00 per issue due to paper cost increase. Shipping and handling fee is to remain at the current rate of

\$125.00.

6. The City's Administration Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission approve this Forth Amendment to increase the annual cost from \$24,876.00 to \$27,240.00 and to extend the term for an additional 2 year period which shall commence on October 1st, 2021 and naturally expire on September 30th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$27,240.00 annual amount based on \$4,415.00 per issue plus \$125.00 for shipping and handling per issue (6 issues per year)

b) Amount budgeted for this item in Account No: \$27,240.00 - 001-512-0201-547140-0000-000-0000-00315 (Printing - Flyer/Newspaper)

c) Source of funding for difference, if not fully budgeted: N/A

d) 2 year projection of the operational cost of the project:

	FY 2021-2022	FY 2022-2023
Revenues	\$.00	\$.00
Expenditures	\$27,240.00	\$27,240.00
Net Cost	\$27,240.00	\$27,240.00

e) Detail of additional staff requirements: N/A

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/food services at the Senior Center - Renewal

1. On February 23rd, 2016, the City entered into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for an initial period which expired on December 31st, 2019.

2. Emilio's BBQ Catering Services Corporation provides the City with food and gift shop services to the clientele of the Southwest Focal Point Senior Center.

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to the Original Agreement extending the term thereof.

4. To date the Original Agreement has had three (3) amendments, including two (2) additional one (1) year terms which extended the term to December 31st, 2021.

5. The monthly base rent is being increased to \$944.37 from \$906.83 as per increase in Consumer Price Index (CPI).

6. The Community Services Department is satisfied with the performance and execution of the

Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment to extend the term for an additional one (1) year which shall commence on January 1st, 2022 and naturally expire on December 31st, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$11,332.44 (monthly rent of \$944.37)
- b) **Amount budgeted for this item in Account No:** Revenue Account 001-000-8001-362046-0000-0000 Rental Community Services. Monthly Rent \$944.37 plus 6.5% Tax \$61.38.
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **2 year projection of the operational cost of the project:**

	FY 2021-2022	FY 2022-2023
Revenues	\$8,499.33	\$2,833.11
Expenditures	\$.00	\$.00
Net Revenue	\$8,499.33	\$2,833.11

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

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Renewal

1. On June 6th, 2011, the City entered into a Palliative and Hospice Care Agreement with Vitas Healthcare Corporation for an initial one (1) year period, which expired on June 6th, 2012.
2. The City of Pembroke Pines Community Services Department utilizes Vitas Healthcare Corporation to provide Palliative and Hospice Care services to its senior clientele and residents at the Southwest Focal Point Senior Center.
3. Section 1. B. of the Original Agreement, as amended, authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed ten (10) times, and extended once through and including November 5th, 2021.
5. The Senior Center has been closed due to the recent Pandemic (COVID-19) and in order to resume services upon re-opening to the public, the Community Services Department recommends that the City Commission approve this Eleventh Amendment for the one (1) year renewal term which shall commence on November 6th, 2021 and naturally expire on November 5th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None. There is no cost to the City; these are volunteer services.

- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(D) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of Pembroke Lakes, Florida, Inc. leases Flamingo Park Fields 1-11 from the City to provide youth recreational and travel baseball and softball programs for residents.
2. On February 6th, 2016, the City entered into a Facility Lease Agreement with the Optimist Club of Pembroke Lakes, Florida, Inc., for an initial nine (9) month period which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written amendment extending the term thereof.
4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.
5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment extending the term for an additional one (1) year which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$17,085
- b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000 Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(E) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for resident.
2. On February 15th, 2017, the City entered into a Facility Use Agreement with the Optimist Club of West Pembroke Pines, Inc., for an initial period which expired on September 30th, 2017.

3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment extending the term for an additional one (1) year which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$21,807.00

b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000
Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project** Not Applicable

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

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.

2. On January 31st, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.

3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fifth Amendment extending the term for an additional one (1) year period which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$2,055.00

b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000

Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(G) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs or Residents.
2. On January 31st, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment extending the term thereof.
4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.
5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment for the one (1) year renewal term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$11,089.00
- b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000
Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(H) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On February 14th, 2017, the city entered into a Facility Use Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced

by a written Amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment for the one (1) year renewal term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$10,608.00

b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000
Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project** Not Applicable

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

**(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities
Department**

1. On October 7th, 2019, the City Commission approved to enter into a CO-OP Agreement Bid # T-36-19 with Airgas USA, LLC for an initial one (1) year period which expired on October 6th, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Airgas USA, LLC. to provide Carbon Dioxide, Liquid Bulk Delivery.

3. Section I (B) of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. On August 19th, 2020 the City Commission approved the first renewal of the CO-OP Agreement for the purchase of Carbon Dioxide which naturally expires on October 6th, 2021.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends the City Commission to approve this Second Renewal for an additional one (1) year renewal term which shall commence on October 7th, 2021 and naturally expire on October 6th, 2022, as allowed by the agreement, contingent to the renewal of the lead agency of Pompano Beach.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$164,468.70 (1,465,200/gallons per year x \$0.11225/per gallon or 732.6

tons/year x \$224.50/per ton)

- b) Amount budgeted for this item in Account No:** \$164,468.70 will be available in FY2021-22 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:** Not Applicable
- e) Detail of additional staff requirements:** Not Applicable

**(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid
CO-OP-Renewal - Utilities Department**

1. On September 18th, 2019, the City Commission approved CO-OP the Agreement with Hawkins Water Treatment Group, Inc. for the purchase of Hydrofluosilicic Acid on an as needed basis.
2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid which the City uses as part of the Water Treatment process conducted at the Water Treatment Plant.
3. The CO-OP Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Renewal for the an additional two (2) year renewal term which shall commence on August 19th, 2021 and naturally expire on August 18, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Estimated Renewal Cost:** \$8,428 (\$4,214/month x 2 months) for remainder of current FY. The cost is an estimated amount based on an as needed basis.
- b) Amount budgeted for this item in Account No:** \$8,428 is 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) 3 year projection of the operational cost of the project** This agreement is for a two (2) year period beginning August 19, 2021 and ending August 18, 2023.

	Current FY		FY 2021-22	FY 2022-23
Revenues	N/A	N/A	N/A	
Expenditures	\$8,428.00		\$50,568	\$46,354
Net Cost	\$8,428.00		\$50,568	\$46,354

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

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non- Renewal -

Utilities Department

1. On November 29th, 2017, the City approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the CO-OP Bid # 12006-372 which expired on October 2nd, 2019.
2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation for the purchase of Sodium Hypochlorite.
3. Section 1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Commission has since then approved two (2) additional one (1) year renewals which will naturally expire on October 2nd, 2021.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement but at this time there are no further renewals. The Department will provide a new CO-OP once it is made available.



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 19-C-020F

Description/Title: Furnish/Deliver Hydrofluosilicic Acid

Initial Contract Term: Start Date: 8/19/19 End Date: 8/18/21

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 2 years each (Period of Time)

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Hawkins Water Treatment Group, Inc. d/b/a The Dumont Company

Vendor Address: 2381 Rosegate

Contact: Raymond Pool, SE Regional Manager

Phone: (800) 330-1369 Fax: (800) 524-9315

Cell/Pager: (605) 310-3325 Email Address: chuck.pool@hawkinsinc.com

Website: FEIN: 41-0771293

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 8/19/19 Resolution/Agenda Item No.: N/A

Insurance Required: Yes ☒ No ☐

Performance Bond Required: Yes ☐ No ☒

SECTION #3 LEAD AGENCY

Agency Name: City of Coral Springs

Agency Address: 9500 W. Sample Rd.

Agency Contact: Roxanne Sookdeo Email rsookdeo@coralsprings.org

Telephone: 954-344-1103 Fax: 954-344-1186

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND HAWKINS WATER
TREATMENT GROUP, INC., d/b/a THE DUMONT COMPANY TO FURNISH AND
DELIVER HYDROFLUOSILICIC ACID**

THIS AGREEMENT, made and entered into the 22nd day of August, 2019
by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

HAWKINS WATER TREATMENT GROUP, INC.

d/b/a The Dumont Company
a foreign corporation
2381 Rosegate
Roseville, Minnesota 55113
(hereinafter referred to as "CONTRACTOR")

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

CITY hereby retains CONTRACTOR to furnish and deliver hydrofluosilicic acid.

SECTION 3. SCOPE

3.01 The City of Coral Springs, Florida, acting as lead agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group hereby desires to secure a source of supply of hydrofluosilicic acid for an initial period of two (2) years, beginning August 19, 2019, from a qualified vendor, hereinafter referred to as the CONTRACTOR, to furnish and deliver hydrofluosilicic acid to the CITY's storage facility in accordance with the specifications contained in this Agreement, with CONTRACTOR'S bid, attached hereto as Exhibit "A." Two (2) additional two (2) year periods may be recommended for approval providing the CITY and CONTRACTOR agree on the pricing, terms and conditions. The revised pricing sheet is attached hereto and incorporated herein as Exhibit "B." Prices quoted shall be firm for the duration of the contract term, except for any adjustment in accordance with Paragraph 18, Cost

Adjustments. Estimated expenditures beyond the current fiscal year are contingent upon availability of funds budgeted for this purpose in future fiscal years. Any reference to a single entity shall apply to all entities.

3.02 This Agreement is entered into by the City of Coral Springs, Florida on behalf of the participating governmental entities within the Southeast Florida Governmental Purchasing Cooperative Group, (hereinafter referred to as "Group"), for the purchase of each governmental entities' estimated annual requirement.

SECTION 4. SPECIFICATIONS

Product must meet NFS/ANSI Standard 60 Chemical Requirements. Product must be 23-25% strength solution, less than 15-color, and less than 5-ppm Arsenic.

SECTION 5. QUALIFICATIONS

CONTRACTOR acknowledges that CONTRACTOR is authorized to actively engage in the sale of hydrofluosilicic acid and must regularly maintain a substantial stock of hydrofluosilicic acid bid upon.

SECTION 6. MARKET CONDITIONS

The CITY reserves the right to purchase hydrofluosilicic acid per specifications herein on the open market. If prices are less than the contract price, as long as the lower price is quoted under the same terms and conditions as the contract price, the CONTRACTOR shall meet these prices, and if CONTRACTOR is unable to do so, the CITY may either terminate the contract and re-advertise for bids or purchase hydrofluosilicic acid at a lower price from other suppliers.

SECTION 7. DELIVERY

7.01 Hydrofluosilicic acid shall be delivered as needed within forty-eight (48) hours of phone call ordering same, between 8:00 a.m. – 4:00 p.m. or as indicated by each cooperative entity in Special Requirements (annual usage sheet), Monday through Friday excluding holidays observed by CITY. Deliveries not complying with these requirements may be rejected by CITY in such event. CITY shall have the right to require CONTRACTOR to re-deliver the hydrofluosilicic acid at CONTRACTOR's sole expense. The hydrofluosilicic acid shall be delivered to the designated CITY's facilities and unloaded by the vehicle operator into the designated areas. Each entity will order no less than 200 gallons per delivery.

7.02 All prices quoted shall be DELIVERED, F.O.B., to each participating location. Prices quoted shall be firm for the contract, except for any adjustment, in accordance with Paragraph 18, Cost Adjustments, of this Agreement.

SECTION 8. SAFETY

8.01 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

8.02 CONTRACTOR shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. All employees on the work site and all other persons who may be affected thereby.
- b. The work and all materials and equipment incorporated therein.
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

SECTION 9. WARRANTIES

9.01 Warranty of Specifications: CONTRACTOR warrants that all goods furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, and other descriptions supplied or adopted.

9.02 Warranty of Fitness for a Particular Purpose: CONTRACTOR warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose(s) for which the goods covered by the contract is intended for use in potable water.

9.02.1 CONTRACTOR understands and agrees that the CITY is purchasing the goods in reliance upon the skill of the CONTRACTOR in furnishing the goods suitable for the above-stated purpose. If the goods cannot be used in the manner stated in this paragraph, then the CITY, at its sole discretion, may return the goods to the CONTRACTOR for a full refund of any and all moneys paid for the goods.

9.03 Warranty of Usage: No warranty is given or implied as to the total minimum quantity that will be purchased by the group from the CONTRACTOR. Any quantities listed are estimations and for tabulation and information purposes only. Quantities listed may be increased or decreased to meet the requirements of each government entity.

9.04 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the contract.

9.05 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or

other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

9.06 CONTRACTOR warrants to the CITY that the consummation of the work provided for in the contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which CONTRACTOR is a party.

SECTION 10. RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the CONTRACTOR until the delivery of goods to CITY's designated location, and inspection and acceptance of the goods by CITY. Title to the goods shall pass to CITY upon delivery and acceptance by CITY.

SECTION 11. PERMITS, FEES AND NOTICES

11.01 CONTRACTOR shall secure and pay for all permits and licenses, which may be required for the proper execution and completion of the work. CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of contract commencement. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent without delay.

11.02 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

SECTION 12. TERMINATION

12.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

12.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to

correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 13. ASSIGNMENT

CONTRACTOR shall not assign or transfer its rights, title or interests in the agreement nor shall CONTRACTOR delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

SECTION 14. APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

SECTION 15. INDEMNIFICATION

15.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

15.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

15.03 The 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 the CONTRACTOR under this indemnification agreement.

15.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

15.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 16. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 17. INSURANCE

17.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

17.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

17.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities but are merely minimum requirements established by the CITY'S Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

17.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

17.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public

liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

17.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

17.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

17.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

17.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

17.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 18. COST ADJUSTMENTS

18.01 All bid terms and conditions shall remain firm during the term of the contract. To qualify for a price adjustment for any renewal term; CONTRACTOR must submit documentation for product price changes to the CITY in writing ninety (90) days prior to the effective date of such an adjustment. Documentation shall include, but not be limited to, actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflects said increases.

18.02 Additional approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, and copies of CONTRACTOR monthly internal cost reports and/or actual invoices. Rail and Truck freight charges and changes for transfer costs require written verification from CONTRACTOR'S freight and transfer subcontractors.

18.03 The Purchasing Administrator (or designee) must agree to and approve any proposed price increase(s) before its effective date. In the event the CPI or industry costs decline, the

CITY shall have the right to receive from CONTRACTOR a reduction in costs equal to the percentage decrease, as calculated above, reflecting such cost decrease in the industry. The CITY reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

SECTION 19. **NEW CO-OP MEMBERS**

New members of the Group may be permitted to utilize the contract subject to the approval of the Group. Piggybacking by other agencies is strictly prohibited under the terms and conditions of this Cooperative Bid. However, any agreement between CONTRACTOR and other agencies that are not a part of this Bid is strictly between the parties and not the concern of the responsible agency, or the Southeast Florida Governmental Purchasing Cooperative Group.

SECTION 20. **SAFETY SEMINARS**

If requested by the Group, CONTRACTOR will be required to give a minimum of two (2) on-site training presentations per year. This presentation will cover all material safety data information, safe handling procedures, and proper usage of the particular chemical in the work environment as prescribed by the controlling regulatory agency for your industry.

SECTION 21. **TESTING**

Each governmental unit reserves the right during the contract period to determine by independent test if product supplied meets aforementioned specifications. The cost of test is to be paid for by the government unit if sample meets specifications and by bidder if it should not meet specification. In addition, the facilities of the Florida State Department of Agriculture Testing Laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate costs to be borne by the supplier.

SECTION 22. **INVOICING**

- A. All material shall be invoiced on a delivered basis, freight included.
- B. Each participating agency in the Group shall be billed separately. Addresses to be provided by each agency.
- C. Invoice to indicate purchase order number, unit price, extensions and total billed. Invoices for CITY shall be sent to Utilities Division, Department of Public Works, City of Coral Springs, 3800 NW 85th Avenue, Coral Springs, Florida 33065, Attn: Juan Robby, Assistant Director of Public Works.

SECTION 23. **PAYMENTS**

23.01 Full payment will be made within thirty (30) days after receipt and acceptance of the hydrofluosilicic acid. Agencies are exempt from both Federal and State taxes. The unit prices bid with increases or decreases allowed shall be used for the payment of all items and these unit prices

shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all material to the points of delivery.

23.02 CONTRACTOR will carefully review his promised shipping dates as the CITY will not pay any price increase adjustment if shipment is delayed beyond this promised delivery date and price increases are incurred after scheduled receiving date.

SECTION 24. CANCELLATION OF ORDER

If delivery requirements cannot be fulfilled by CONTRACTOR, the CITY reserves the right to cancel the order and make such purchase on the open market and CONTRACTOR will be liable for all price differences if delivery failure is not a case of FORCE MAJEURE.

SECTION 25. FORCE MAJEURE

25.01 CONTRACTOR 'S failure to make, or buyer's failure to take, any delivery or deliveries when due, is caused by force majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other; provided however, the party affected by such force majeure shall promptly notify the other of the existence thereof and of its expected duration and the estimated effect thereof upon its ability obligations hereunder.

25.02 Such party shall promptly notify the other party when such force majeure circumstances has ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity to be delivered hereunder remains unchanged. As used herein, the term force majeure shall mean and include any ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State or Municipal Law, regulation, order license, priority, seizure, requisition, or allocation, failure or delay of transportation shortage of or inability to obtain supplies, equipment, fuel or labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

SECTION 26. SAFETY MEASURES

26.01 CONTRACTOR shall assure each agency that each delivery truck will be in good mechanical condition, operated by a capable driver trained in the proper handling of hydrofluosilicic acid.

26.02 CONTRACTOR shall assure using agencies that when in the opinion of the using agency an emergency condition exists, TRAINED EMERGENCY CREWS and PROPERLY FITTED EQUIPMENT will be made available at a telephone call to the packaging plant, telephone answering service, or other assigned telephone number.

26.03 CONTRACTOR shall state location and phone numbers of nearest emergency crew.

26.04 CONTRACTOR shall assure each agency that when in the opinion of the using agency a maintenance problem exists which is less than an emergency, remedial maintenance will be performed on existing problem by CONTRACTOR trained personnel within 24 hours after receipt of a maintenance problem call at the packaging plant, telephone answering service or other designated telephone number.

26.05 CONTRACTOR shall furnish using agencies with the following information, continually updated as revisions occur during the contract period:

- a. Location of nearest emergency station.
- b. Name of person in charge of emergency crew.
- c. Telephone numbers to be called for emergency service and/or normal maintenance.
- d. Time periods during which service will be available from the numbers indicated to assure 24-hour coverage.

26.06 At least every three (3) weeks, CONTRACTOR, shall advise the agencies by letter that the agencies have or have not in their possession hydrofluosilicic acid containers, which have been outstanding for ninety (90) days or in excess of ninety (90) days. Any listing of outstanding hydrofluosilicic acid containers shall include the type of container, serial number of container, delivery point, and other information CONTRACTOR and user considers pertinent.

SECTION 27. ASSIGNABILITY

CONTRACTOR shall not assign, transfer, sublet or subject any rights, obligations, facilities or services provided by or resulting from this Agreement unless prior approval is received from CITY in writing.

SECTION 28. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (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, Florida Statutes, or as otherwise provided by law or CITY policy.
- (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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR 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 that is compatible with the information technology systems of CITY.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a CITY's contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (b) If CONTRACTOR does not comply with CITY's request for records, CITY shall enforce the contract provisions in accordance with the contract.
- (c) Any CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

- (a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY's contract for services, the court shall assess an award against

CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY's custodian of public records and to CONTRACTOR at CONTRACTOR's address listed on its contract with CITY or to CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 29. SEVERABILITY

Should any part, term or provision of this Agreement be found invalid by a court of competent jurisdiction to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 30. ENTIRE AGREEMENT; NO ORAL MODIFICATION

This Agreement constitutes the entire and integrated agreement between the parties with regard to the matters set forth herein and supersedes all prior negotiations, representations or agreements whether written or oral. Modification to this Agreement can only be made in a written instrument executed by both parties. Reference to the Agreement shall be deemed to include any duly executed modification, change or supplement. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 31. NO REPRESENTATIONS BY CITY

Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Agreement.

SECTION 32. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 33. CONFLICT OF INTEREST

33.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

33.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

33.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 34. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 35. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and given by hand delivery; registered or certified mail, return receipt requested; or overnight to:

CITY: Lluís Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1102
Email: lgorgoy@coralsprings.org

Copy to: Richard Michaud, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1165
Email: rmichaud@coralsprings.org

Juan Robby, Assistant Director of Public Works
City of Coral Springs
3800 NW 85th Avenue
Coral Springs, Florida 33065
Telephone: 954-345-2161
Email: jrobby@coralsprings.org

CONTRACTOR: Raymond Pool, SE Regional Manager
Hawkins Water Treatment Group, Inc.
d/b/a The Dumont Company
2263 Clark Street
Apopka, Florida 32703
Telephone: (800) 330-1369
Email: chuck.pool@hawkinsinc.com

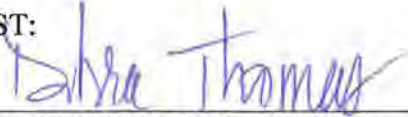
SECTION 36. **GOVERNING LAW, VENUE**

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and HAWKINS WATER TREATMENT GROUP, INC., d/b/a THE DUMONT COMPANY, have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



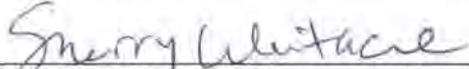
DEBRA THOMAS, CRC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



Luis Gorgoy, Purchasing Manager

APPROVED AS TO FORM:



SHERRY WHITACRE, Deputy City Attorney

**HAWKINS WATER TREATMENT
GROUP, INC.
d/b/a The Dumont Company**

By: [Signature]
Title: Region Mgr.
Print Name: Raymond Pool

State of Florida
County of Orange

On this, the 12 day of August, 2019, before me, the undersigned
Notary Public of the State of Florida, the foregoing instrument was acknowledged
by Raymond Pool (name) Region Mgr. (title) of Hawkins, Inc.
(corporation), a MN. (state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

[Signature]
Notary Public, State of MARCIAA STANSON
 MY COMMISSION # FF 980804
EXPIRES: April 20, 2020
Printed, typed or stamped name of Notary
Public exactly as commissioned

Personally known to me, or
Produced identification:

N/A
(type of identification produced)

Exhibit B

**BID 19-C-020F
FURNISH & DELIVER HYDROFLUOSILICIC ACID**

PRICING

*Full truckload delivered price per gallon: \$2.75

**Less than truckload delivered price per gallon: \$2.94

*Full truckload = 2,750 gallons

**Combined deliveries regardless of the number of stops

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
MUNICIPAL COMPLEX
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: FURNISH/DELIVER HYDROFLUOSILICIC ACID

BID NO.: 19-C-020F

BIDS WILL BE OPENED 2:00 P.M. (EST), Wednesday, February 13, 2019 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Roxanne Sookdeo, (954) 344-1103

Hawkins Inc dba Hawkins Water Treatment Group
CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: SE Regional Mgr.

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Raymond Pool

ADDRESS: 2263 Clark St., Apopka, FL 32103

PHONE NO: (800) 330-1329

FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER:

41-0771243 I certify that
this Bid acknowledgement is made without prior
understanding, agreement or connection with any

corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

BID FORM FOR FURNISH AND DELIVER HYDROFLUOSILICIC ACID
BID NO. 19-C-020F

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. Bidder proposes furnishing annual requirement of hydrofluosilicic acid to the City for water treatment operation. All prices are to be FOB destination as per specifications and special conditions attached hereto.
2. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
3. The City of Coral Springs is seeking to enter into a contract with qualified bidder(s) to furnish and deliver hydrofluosilicic acid on an "as needed" basis, during the contract period, in accordance with the bid specifications.
4. Bidder proposes to furnish all labor, materials, equipment, transportation, services, and supervision and any other equipment necessary to deliver product described as follows:

FURNISH AND DELIVER HYDRFLUOSILICIC ACID

5. Bidder will supply the goods for the following price(s):

Annual Estimated Quantity (all agencies combined)	Description	*Full Truckload Delivered Price Per Gallon	**Less than Truckload Delivered Price Per Gallon
75,900 gallons	Hydrofluosilicic Acid	\$ 2.75	\$ 2.98

Vendor please complete:

*Full truckload = 2750 gallons

**Combined deliveries regardless of the number of stops

6. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward County during the period covered by this contract and any extensions, if required. X Yes No

7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. <u>None</u>	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

8. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
9. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
10. Communications concerning this Bid shall be addressed to:

Name: Raymond Pool, SE Region Mgr.

Address: 2263 Clark St.
Apopka, FL 32703

Telephone No.: 800-330-1369 Fax No.: 800-524-9315

Email: Chuck.pool@hawkinsinc.com

11. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder's certification
- (b) Certified resolution (corporation, partnerships)
- (c) Certificate(s) of insurance
- (d) Non-collusive affidavit
- (e) Bidder's qualification statement
- (f) Bidder's Foreign (Non-Florida) corporate statement
- (g) References

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

N/A

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 201__.

By: _____

Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 8 day of Feb., 2019.

Witness Brandon Rice

Signature of Owner

Hawkins Inc dba Hawkins Water Treatment Group.
Printed Name of Corporation,
Partnership, Firm

Raymond Pool
Printed Name of Owner SE Region Mgr.

2263 Clark St.
Business Address

Apopka, FL 32703
City/State/Zip

(800) 330-1329
Business Phone Number

ACKNOWLEDGEMENT

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 8 day of Feb, 2019,
by Raymond Pool (Name), SE Region Mgr. (Title) of Hawkins Inc.
(Name of Company) who is personally known to me or
who has produced N/A as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

NOTARY PUBLIC



(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, See Attached (Name), the duly elected Secretary of _____
(Corporate Title), a corporation organized and existing under the laws of the State of _____,
do hereby certify that the following Resolution was unanimously adopted and
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with
law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)" The duly
elected _____ (Title of Officer) of _____ (Corporate Title)
be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City
of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation;
and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said
corporation as its own acts and deeds. The secretary shall certify the names and signatures of those
authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall
be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting
from or growing out of honoring, the signature of any person so certified or for refusing to honor any
signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____
_____, 201__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by
the corporation to do so in its behalf.



March 20, 2017

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910
Fax: (612) 331-5304

Ladies and Gentlemen:

As a Vice President of Hawkins, Inc., I hereby authorize Raymond C. Pool to sign any and all bid documents along with related materials for and on behalf of Hawkins, Inc.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas Keller", is written over a horizontal line.

Thomas Keller
Vice President, Water Treatment Group.

NON-COLLUSIVE AFFIDAVIT

State of Florida)

)ss.

County of Orange)

Raymond Pool being first duly sworn, deposes and says
that:

- (1) He/she is the SE Region Manager, (Owner, Partner, Officer, Representative or Agent) of Hawkins, Inc, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Brandon Rice

Ed Norton

By:

Raymond Pool

Raymond Pool
(Printed Name)

SE Region Manager
(Title)

ACKNOWLEDGEMENT

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 8 day of Feb
2019, by Raymond Pool, who is personally known to me
or who has produced N/A as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

Marcia Stivanson

NOTARY PUBLIC



MARCIA A. STIVANSON
MY COMMISSION # FF 980804
EXPIRES: April 20, 2020
Bonded Thru Budget Notary Services

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Administrator
Municipal Complex
ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: Hawkins, Inc dba Hawkins Water Treatment group

NAME Raymond Pool

ADDRESS: 2223 Clark St
Apopka, FL 32703

TELEPHONE NO. 800-330-1369

FAX NO. 800-524-9315

E-MAIL ADDRESS: Chuck.Pool@hawkinsinc.com

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Hawkins Inc

The address of the principal place of business is:
2223 Clark St, Apopka, FL 32703

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: Dec. 30 1955
b. State of Incorporation: MN
c. President's name: Patrick Hawkins
d. Vice President's name: Thomas Keller
e. Secretary's name: Richard Erstad
f. Treasurer's name: Jeffrey Oldenkamp

g. Name and address of Resident Agent:

National Registered Agents Inc
1200 South Pine Island Rd.
Plantation, FL 33324

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Since 1955

a. Under what other former names has your organization operated?

The Dumont Company - merged w/ Hawkins Oct. 2014

7. Indicate registration, license numbers or certificate numbers for the businesses or professions that are the subject of this Bid. Please attach certificate of competency and/or state registration.

See attached

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

3502 WHOLESALE 2018 **EXPIRES 9/30/2019** 3502-1097494
\$30.00 4 EMPLOYEES

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

HAWKINS INC

DUMONT COMPANY THE
HAWKINS INC
2381 ROSEGATE
ROSEVILLE MN 55113

2283 CLARK ST
U - APOPKA, 32703

PAID: \$30.00 0098-00828720 7/10/2018

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This Local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3502 WHOLESALE 2018 **EXPIRES 9/30/2019** 3502-1097494
\$30.00 4 EMPLOYEES

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00



HAWKINS INC

DUMONT COMPANY THE
HAWKINS INC
2381 ROSEGATE
ROSEVILLE MN 55113

2283 CLARK ST
U - APOPKA, 32703

PAID: \$30.00 0098-00828720 7/10/2018

This receipt is official when validated by the Tax Collector.

Orange County Code requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

State of Florida

Department of State

I certify from the records of this office that HAWKINS WATER TREATMENT GROUP, INC. is a Minnesota corporation authorized to transact business in the State of Florida, qualified on October 20, 2014.

The document number of this corporation is F14000004437.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 3, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2019*



Ken Detjen
Secretary of State

Tracking Number: CC3514637608

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

8. Do you have a complete set of documents, including drawings and addenda?
(Y) X (N) _____
9. Have you personally inspected the site of the proposed work? X Yes ____ no
10. Did you attend the pre-bid conference if such conference was held? ____ (Y) X (N)
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
No

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
See Attached

13. State the name of the individual who will have personal supervision of the work:
Will Thompkins, Branch Mgr.

14. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
No

15. State the name and address of attorney, if any, for the business of the Offeror:
Richard Erstad
2311 Rosegate
Roseville MN 55113



Chuck Pool – BIO

Region Manager
Hawkins, Inc.
2263 Clark Street
Apopka, FL 32703
800-330-1369
Mobile: 605-310-3325

Chuck Pool has been with Hawkins Inc. since April of 2001. During that time he has been in Technical Route Sales; was a Branch Manager for the Sioux Falls, SD location and is a Region Manager since 2012. During this time he was a trainer for several sales and technical positions throughout the company.

Mr. Pool has had significant training in Customer Management/Sales, Safety, and Product knowledge. He is also available for technical assistance and specific product testing and is accessible 24/7.



Erica Latker Bio

Erica Latker
Technical Sales
Ph: 954-397-9799
Erica.latker@hawkinsinc.com

Erica Latker has BS degrees in both Chemistry and Biology with 23 years experience in the water/wastewater industry. Ms. Latker has worked extensively in her career in troubleshooting and improving water and wastewater treatment facilities by reviewing process and equipment details. She began her career as a field engineer and chemist, running pilot trials for three major water and wastewater equipment manufacturers on the eastern seaboard.





Will Thompkins – BIO

Branch Manager – Hollywood/Big Pine Key
Hawkins, Inc.
5705 Dewey Street
Hollywood, FL 33023
800-330-1369
Mobile: 305-731-7800

Will has been with Hawkins for over 10 years. He is the manager of our local facility in Hollywood and in Big Pine Key. Mr. Thompkins possess a CDL license with Hazmat Endorsement and is trained to respond to chemical emergencies.

He is available 24/7 for consult and could be in Coral Springs within 30-45 minutes.

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

None

17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

None

18. Bank References:

BANK

ADDRESS

US Bank

601 Second Ave South, MPFP 0602, Minneapolis, MN 55402
800-633-6045

19. Attach a financial statement (including bidder's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses).
- b. Net fixed assets
- c. Other assets
- d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
- e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)*

- 19.1 State the name of the firm preparing the financial statement and date thereof:

Hawkins Inc. - Audited by KPMG.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 30, 2018

Commission file number 0-7647

HAWKINS, INC.

(Exact name of registrant as specified in its charter)

MINNESOTA

(State or other jurisdiction of
incorporation or organization)

41-0771293

(I.R.S. Employer
Identification No.)

2381 ROSEGATE, ROSEVILLE, MINNESOTA 55113

(Address of principal executive offices, including zip code)

(612) 331-6910

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large Accelerated Filer ☐

Accelerated Filer ☒

Non-Accelerated Filer ☐

Smaller Reporting Company ☐

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
YES ☐ NO ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

CLASS

Shares Outstanding at February 1, 2019

Common Stock, par value \$.05 per share

10,682,063

HAWKINS, INC.
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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

HAWKINS, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

(In thousands, except share data)

	December 30, 2018	April 1, 2018
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 7,300	\$ 4,990
Trade receivables — less allowance for doubtful accounts:		
\$589 as of December 30, 2018 and \$942 as of April 1, 2018	61,431	63,507
Inventories	67,672	59,736
Income taxes receivable	84	2,643
Prepaid expenses and other current assets	5,693	4,106
Total current assets	142,180	134,982
PROPERTY, PLANT, AND EQUIPMENT:		
Less accumulated depreciation	242,886	238,165
Net property, plant, and equipment	125,282	114,339
	117,604	123,826
OTHER ASSETS:		
Goodwill	58,440	58,440
Intangible assets, net	66,994	71,179
Other	3,226	2,564
Total other assets	128,660	132,183
Total assets	\$ 388,444	\$ 390,991
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable — trade	\$ 29,269	\$ 33,424
Dividends payable	—	4,704
Accrued payroll and employee benefits	10,081	8,399
Current portion of long-term debt	9,907	9,864
Container deposits	1,286	1,241
Other current liabilities	2,540	2,935
Total current liabilities	53,083	60,567
LONG-TERM DEBT, LESS CURRENT PORTION	80,635	90,762
PENSION WITHDRAWAL LIABILITY	5,400	5,646
DEFERRED INCOME TAXES	27,242	27,383
OTHER LONG-TERM LIABILITIES	4,554	4,386
Total liabilities	170,914	188,744
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Common stock; authorized: 30,000,000 shares of \$0.05 par value; 10,619,681 and 10,631,992 shares issued and outstanding as of December 30, 2018 and April 1, 2018, respectively	531	532
Additional paid-in capital	53,478	53,877
Retained earnings	163,083	147,242
Accumulated other comprehensive income	438	596
Total shareholders' equity	217,530	202,247
Total liabilities and shareholders' equity	\$ 388,444	\$ 390,991

See accompanying notes to condensed consolidated financial statements.

HAWKINS, INC.**CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)**

(In thousands, except share and per-share data)

	Three Months Ended		Nine Months Ended	
	December 30, 2018	December 31, 2017	December 30, 2018	December 31, 2017
Sales	\$ 128,151	\$ 118,053	\$ 423,275	\$ 377,179
Cost of sales	(107,118)	(99,213)	(348,013)	(308,225)
Gross profit	21,033	18,840	75,262	68,954
Selling, general and administrative expenses	(14,312)	(14,139)	(44,232)	(44,733)
Operating income	6,721	4,701	31,030	24,221
Interest expense, net	(807)	(912)	(2,552)	(2,522)
Other (expense) income	(316)	55	(240)	99
Income before income taxes	5,598	3,844	28,238	21,798
Income tax (expense) benefit	(1,468)	13,299	(7,576)	6,386
Net income	\$ 4,130	\$ 17,143	\$ 20,662	\$ 28,184
Weighted average number of shares outstanding - basic	10,667,001	10,609,078	10,663,807	10,599,232
Weighted average number of shares outstanding - diluted	10,712,027	10,648,232	10,727,377	10,641,578
Basic earnings per share	\$ 0.39	\$ 1.62	\$ 1.94	\$ 2.66
Diluted earnings per share	\$ 0.39	\$ 1.61	\$ 1.93	\$ 2.65
Cash dividends declared per common share	\$ 0.225	\$ —	\$ 0.45	\$ 0.44

See accompanying notes to condensed consolidated financial statements.

HAWKINS, INC.**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)**

(In thousands)

	Three Months Ended		Nine Months Ended	
	December 30, 2018	December 31, 2017	December 30, 2018	December 31, 2017
Net income	\$ 4,130	\$ 17,143	\$ 20,662	\$ 28,184
Other comprehensive income, net of tax:				
Unrealized (loss) gain on interest rate swap	(170)	124	(158)	61
Total comprehensive income	<u>\$ 3,960</u>	<u>\$ 17,267</u>	<u>\$ 20,504</u>	<u>\$ 28,245</u>

See accompanying notes to condensed consolidated financial statements.

HAWKINS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(In thousands)

	Nine Months Ended	
	December 30, 2018	December 31, 2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 20,662	\$ 28,184
Reconciliation to cash flows:		
Depreciation and amortization	16,398	16,759
Amortization of debt issuance costs	98	102
Loss (gain) on deferred compensation assets	240	(99)
Deferred income taxes	(82)	(16,765)
Stock compensation expense	1,574	1,209
Loss (gain) on property disposals	54	(17)
Changes in operating accounts providing (using) cash:		
Trade receivables	2,048	(471)
Inventories	(7,936)	(11,487)
Accounts payable	(4,013)	(990)
Accrued liabilities	1,261	(1,057)
Income taxes	2,558	977
Other	(1,832)	(1,785)
Net cash provided by operating activities	31,030	14,560
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant, and equipment	(7,205)	(17,002)
Other	167	298
Net cash used in investing activities	(7,038)	(16,704)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Cash dividends paid	(9,525)	(9,161)
New shares issued	677	704
Shares surrendered for payroll taxes	(265)	—
Shares repurchased	(2,386)	—
Net proceeds from revolver borrowings	75,000	17,000
Payments on term loan borrowings	(85,000)	(5,625)
Payments for debt issuance costs	(183)	—
Net cash (used in) provided by financing activities	(21,682)	2,918
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,310	774
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	4,990	6,861
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 7,300	\$ 7,635
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid for income taxes	\$ 5,100	\$ 9,064
Cash paid for interest	\$ 2,238	\$ 2,229
Noncash investing activities - capital expenditures in accounts payable	\$ 326	\$ 269

See accompanying notes to condensed consolidated financial statements.

HAWKINS, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note 1 – Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the instructions for Form 10-Q and, accordingly, do not include all information and footnotes required by generally accepted accounting principles for complete financial statements. These financial statements should be read in conjunction with the consolidated financial statements and footnotes included in our Annual Report on Form 10-K for the fiscal year ended April 1, 2018, previously filed with the Securities and Exchange Commission ("SEC"). In the opinion of management, the accompanying unaudited condensed consolidated financial statements contain all adjustments necessary to present fairly our financial position and the results of our operations and cash flows for the periods presented. All adjustments made to the interim condensed consolidated financial statements were of a normal recurring nature. All significant intercompany accounts and transactions have been eliminated in consolidation.

The accounting policies we follow are set forth in Note 1 – Nature of Business and Significant Accounting Policies to our consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended April 1, 2018, previously filed with the SEC. With the exception of our policy regarding revenue recognition (see Note 2), there has been no significant change in our accounting policies since the end of fiscal 2018.

The results of operations for the nine months ended December 30, 2018 are not necessarily indicative of the results that may be expected for the full year.

References to fiscal 2018 refer to the fiscal year ended April 1, 2018 and references to fiscal 2019 refer to the fiscal year ending March 31, 2019.

Recently Issued Accounting Pronouncements

In March 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02 which provides new accounting guidance requiring lessees to recognize most leases as assets and liabilities on the balance sheet. This guidance will be effective for interim periods beginning after December 15, 2018 (our fiscal year ending March 30, 2020). While we are still in the process of evaluating the effect of adoption on our consolidated financial statements and are currently assessing our leases, the core principal of the guidance is that an entity should recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures. As part of our assessment, we will need to determine the impact of lease extension provisions provided in our facility leases which will impact the amount of the right of use asset and lease liability recorded under the ASU.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments*. The amendments in this update replace the incurred loss impairment methodology in current GAAP with a methodology that reflects expected credit losses on instruments within its scope, including trade receivables. This update is intended to provide financial statement users with more decision-useful information about the expected credit losses. This ASU is effective for annual periods and interim periods for those annual periods beginning after December 15, 2019, which for us is our fiscal year beginning March 30, 2020. Entities may early adopt beginning after December 15, 2018. We are currently evaluating the impact of the adoption of ASU 2016-13 on our consolidated financial statements.

Recently Adopted Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, which provides accounting requirements for recognition of revenue from contracts with customers. We adopted the new standard effective April 2, 2018, and there was no impact to our financial position or results of operations. See Note 2 for disclosures required upon adoption of this new standard.

In January 2016, the FASB issued ASU 2016-01 which provides guidance that addresses certain aspects of recognition, measurement, presentation, and disclosure of financial instruments. We adopted the new standard effective April 2, 2018, and there was no impact to our financial position or results of operations.

Note 2 - Revenue

On April 2, 2018, we adopted ASU 2014-09 using the modified retrospective method applied to those contracts which were not completed as of April 2, 2018. Results for reporting periods beginning after April 2, 2018 are presented under ASU 2014-09,

while prior period amounts are not adjusted and continue to be reported in accordance with historic accounting under Accounting Standards Codification ("ASC") Topic 605.

Our revenue arrangements generally consist of a single performance obligation to transfer promised goods or services. As a result, the application of ASU 2014-09 had no impact on our financial statement line items as compared with the guidance that was in effect before the change. Accordingly, the impact of adopting the standard resulted in no adjustment to accumulated retained earnings.

We disaggregate revenues from contracts with customers by both operating segments and types of product sold. Reporting by operating segment is pertinent to understanding our revenues, as it aligns to how we review the financial performance of our operations. Types of products sold within each operating segment help us to further evaluate the financial performance of our segments.

The following table disaggregates external customer net sales by major revenue stream for the three and nine months ended December 30, 2018:

Three months ended December 30, 2018				
(In thousands)	Industrial	Water Treatment	Health and Nutrition	Total
Bulk / Distributed products ⁽¹⁾	\$ 15,740	\$ 5,191	\$ 23,004	\$ 43,935
Specialty / Manufactured products ⁽²⁾	52,130	27,193	3,354	82,677
Other	1,156	\$ 356	\$ 27	1,539
Total external customer sales	\$ 69,026	\$ 32,740	\$ 26,385	\$ 128,151

Nine months ended December 30, 2018				
(In thousands)	Industrial	Water Treatment	Health and Nutrition	Total
Bulk / Distributed products ⁽¹⁾	\$ 45,983	\$ 16,986	\$ 83,381	\$ 146,350
Specialty / Manufactured products ⁽²⁾	163,366	98,166	11,038	272,570
Other	3,097	\$ 1,170	\$ 88	4,355
Total external customer sales	\$ 212,446	\$ 116,322	\$ 94,507	\$ 423,275

- (1) For our Industrial and Water Treatment segments, this line includes our bulk products that we do not modify in any way, but receive, store, and ship from our facilities, or direct ship to our customers in large quantities. For our Health and Nutrition segment, this line includes our non-manufactured distributed specialty products, which may be sold out of one of our facilities or direct shipped to our customers.
- (2) For our Industrial and Water Treatment segments, this line includes our non-bulk specialty products that we either manufacture, blend, repackage, resell in their original form, or direct ship to our customers in smaller quantities, and services we provide for our customers. For our Health and Nutrition segment, this line includes products manufactured, processed or repackaged in our facility and/or with our equipment.

Net sales include products and shipping charges, net of estimates for product returns and any related sales rebates. Revenue is measured as the amount of consideration we expect to receive in exchange for transferring products. All revenue is recognized when we satisfy our performance obligations under the contract. Our criteria for recording revenue is consistent between our operating segments and types of products sold. We recognize revenue upon transfer of control of the promised products to the customer, with revenue recognized at the point in time the customer obtains control of the products. In arrangements where product is shipped directly from the vendor to our customer, we act as the principal in the transaction as we direct the other party to provide the product to our customer on our behalf, take inventory risk, establish the selling price, and are exposed to credit risk for the collection of the invoiced amount. If there were circumstances where we were to manufacture products for customers that were unique to their specifications and we would be prohibited by contract to use the product for any alternate use, we would recognize revenue over time if all criteria were met. We have made a policy election to treat shipping costs for FOB shipping point sales as fulfillment costs. As such, we recognize revenue for all shipping charges, if applicable, at the same time we recognize revenue on the products delivered. We estimate product returns based on historical return rates. Using probability assessments, we estimate sales rebates expected to be paid over the term of the contract. The majority of our contracts have a single performance obligation and are short term in nature. Sales taxes that are collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from net sales. We offer certain customers cash discounts and volume rebates as sales incentives. The discounts and volume rebates are recorded as a reduction

in sales at the time revenue is recognized in an amount estimated based on historical experience and contractual obligations. We periodically review the assumptions underlying our estimates of discounts and volume rebates and adjusts revenues accordingly.

Note 3 – Earnings per Share

Basic earnings per share (“EPS”) are computed by dividing net earnings by the weighted-average number of common shares outstanding. Diluted EPS includes the incremental shares assumed to be issued as performance units and restricted stock. Basic and diluted EPS were calculated using the following:

	Three Months Ended		Nine Months Ended	
	December 30, 2018	December 31, 2017	December 30, 2018	December 31, 2017
Weighted-average common shares outstanding—basic	10,667,001	10,609,078	10,663,807	10,599,232
Dilutive impact of performance units and restricted stock	45,026	39,154	63,570	42,346
Weighted-average common shares outstanding—diluted	10,712,027	10,648,232	10,727,377	10,641,578

For each of the three and nine months ended December 30, 2018 and December 31, 2017, there were no shares excluded from the calculation of weighted-average common shares for diluted EPS.

Note 4 – Derivative Instruments

We have in place an interest rate swap agreement to manage the risk associated with a portion of our variable-rate long-term debt. We do not utilize derivative instruments for speculative purposes. The interest rate swap involves the exchange of fixed-rate and variable-rate payments without the exchange of the underlying notional amount on which the interest payments are calculated. The swap agreement will terminate on December 23, 2020. The notional amount of the swap agreement was \$40 million from September 1, 2017 through August 31, 2018, and is \$30 million from September 1, 2018 through August 31, 2019 and \$20 million from September 1, 2019 through December 23, 2020. We have designated this swap as a cash flow hedge and have determined that it qualifies for hedge accounting treatment. For so long as the hedge is effective, changes in fair value of the cash flow hedge are recorded in other comprehensive income (net of tax) until income or loss from the cash flows of the hedged item is realized.

For both the three and nine months ended December 30, 2018, we recorded \$0.2 million in other comprehensive income related to unrealized losses (net of tax) on the cash flow hedge described above. For the three and nine months ended December 31, 2017 we recorded \$0.1 million in other comprehensive income related to unrealized gains (net of tax) on the cash flow hedge. Included in other long-term assets on our condensed consolidated balance sheet was \$0.6 million as of December 30, 2018 and \$0.8 million as of April 1, 2018 related to the cash flow hedge. Unrealized gains and losses will be reflected in net income when the related cash flows or hedged transactions occur and offset the related performance of the hedged item.

By their nature, derivative instruments are subject to market risk. Derivative instruments are also subject to credit risk associated with counterparties to the derivative contracts. Credit risk associated with derivatives is measured based on the replacement cost should the counterparty with a contract in a gain position to us fail to perform under the terms of the contract. We do not anticipate nonperformance by the counterparty.

Note 5 – Fair Value Measurements

Our financial assets and liabilities are measured at fair value at the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). We classify the inputs used to measure fair value into the following hierarchy:

- Level 1: Quoted prices in active markets for identical assets or liabilities.
- Level 2: Quoted prices in active markets for similar assets or liabilities, or quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable or can be corroborated by observable market data for the asset or liability.
- Level 3: Unobservable inputs for the asset or liability that are supported by little or no market activity. These fair values are determined using pricing models for which the assumptions utilize management's estimates or market participant assumptions.

Assets and Liabilities Measured at Fair Value on a Recurring Basis. The fair value hierarchy requires the use of observable market data when available. In instances where inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input that is significant to the fair value measurement in its entirety. Our assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability.

Our financial assets that are measured at fair value on a recurring basis are an interest rate swap and assets held in a deferred compensation retirement plan. Both of these assets are classified as other long-term assets on our balance sheet, with the portion of the deferred compensation retirement plan assets expected to be paid within twelve months reclassified to current assets. The fair value of the interest rate swap is determined by the respective counterparties based on interest rate changes. Interest rate swaps are valued based on observable interest rate yield curves for similar instruments. The deferred compensation plan assets relate to contributions made to a non-qualified compensation plan, established in fiscal 2017, on behalf of certain employees who are classified as "highly compensated employees" as determined by IRS guidelines. The assets are part of a rabbi trust and the funds are held in mutual funds. The fair value of the deferred compensation is based on the quoted market prices for the mutual funds at the end of the period.

The following table summarizes the balances of assets measured at fair value on a recurring basis as of December 30, 2018 and April 1, 2018.

(In thousands)	December 30, 2018		
	Level 1	Level 2	Level 3
Interest rate swap	—	\$ 602	—
Deferred compensation plan assets	\$ 2,336	—	—

(In thousands)	April 1, 2018		
	Level 1	Level 2	Level 3
Interest rate swap	—	\$ 819	—
Deferred compensation plan assets	\$ 1,392	\$ —	—

Note 6— Assets Held for Sale

In the third quarter of fiscal 2019, management entered into a plan of action to dispose of an office building in St. Louis, Missouri currently utilized in the administration of our Industrial segment. The amount of office space in this facility is no longer needed due to current staffing levels, and management expects to relocate affected employees to leased space. The building is listed for sale at a price in excess of its current book value, and thus no impairment has been recognized. The \$0.9 million net book value of this property is recorded as an asset held for sale within prepaid expenses and other current assets on our balance sheet.

Note 7 – Inventories

Inventories at December 30, 2018 and April 1, 2018 consisted of the following:

(In thousands)	December 30, 2018	April 1, 2018
Inventory (FIFO basis)	\$ 73,246	\$ 65,322
LIFO reserve	(5,574)	(5,586)
Net inventory	<u>\$ 67,672</u>	<u>\$ 59,736</u>

The FIFO value of inventories accounted for under the LIFO method was \$48.7 million at December 30, 2018 and \$44.0 million at April 1, 2018. The remainder of the inventory was valued and accounted for under the FIFO method.

The LIFO reserve decreased \$0.5 million during the three months ended December 30, 2018 and increased \$0.7 million during the three months ended December 31, 2017. During the nine months ended December 30, 2018, the LIFO reserve decreased nominally and increased \$1.4 million during the nine months ended December 31, 2017. The valuation of LIFO inventory for interim periods is based on our estimates of year-end inventory levels and costs.

Note 8 – Goodwill and Intangible Assets

The carrying amount of goodwill was \$58.4 million as of December 30, 2018 and April 1, 2018, of which \$44.9 million was related to our Health and Nutrition segment.

A summary of our intangible assets as of December 30, 2018 and April 1, 2018 is as follows:

(In thousands)	December 30, 2018			April 1, 2018		
	Gross Amount	Accumulated Amortization	Net	Gross Amount	Accumulated Amortization	Net
Finite-life intangible assets						
Customer relationships	\$ 78,383	\$ (15,787)	\$ 62,596	\$ 78,383	\$ (12,419)	\$ 65,964
Trademarks and trade names	6,045	(2,984)	3,061	6,045	(2,490)	3,555
Other finite-life intangible assets	3,648	(3,538)	110	3,648	(3,215)	433
Total finite-life intangible assets	<u>88,076</u>	<u>(22,309)</u>	<u>65,767</u>	<u>88,076</u>	<u>(18,124)</u>	<u>69,952</u>
Indefinite-life intangible assets	1,227	—	1,227	1,227	—	1,227
Total intangible assets	<u>\$ 89,303</u>	<u>\$ (22,309)</u>	<u>\$ 66,994</u>	<u>\$ 89,303</u>	<u>\$ (18,124)</u>	<u>\$ 71,179</u>

Note 9 – Debt

On November 30, 2018, we entered into an amended and restated credit agreement (the “Credit Agreement”) with U.S. Bank National Association (“U.S. Bank”) as Sole Lead Arranger and Sole Book Runner, and other lenders from time to time party thereto (collectively, the “Lenders”), whereby U.S. Bank is also serving as Administrative Agent. The Credit Agreement refinanced the term and revolving loans under our previous credit agreement with U.S. Bank and provides us with senior secured revolving credit facilities (the “Revolving Loan Facility”) totaling \$150.0 million. The Revolving Loan Facility includes a \$5.0 million letter of credit subfacility and \$15.0 million swingline subfacility. The Revolving Loan Facility has a five-year maturity date, maturing on November 30, 2023. The Revolving Loan Facility is secured by substantially all of our personal property assets and those of our subsidiaries.

We used \$91.0 million of the proceeds from the Revolving Loan Facility to refinance the obligations under the previous credit facility. We may use the remaining amount of the Revolving Loan Facility for working capital, capital expenditures, share repurchases, restricted payments and acquisitions permitted under the Credit Agreement, and other general corporate purposes.

Borrowings under the Revolving Loan Facility bear interest at a rate per annum equal to one of the following, plus, in both cases, an applicable margin based upon our leverage ratio: (a) LIBOR for an interest period of one, two, three or six months as selected by us, reset at the end of the selected interest period, or (b) a base rate determined by reference to the highest of (1) U. S. Bank’s prime rate, (2) the Federal Funds Effective Rate plus 0.5%, or (3) one-month LIBOR for U.S. dollars plus 1.0%. The LIBOR margin is between 0.85% - 1.35%, depending on our leverage ratio. The base rate margin is between 0.00% - 0.35%, depending on our leverage ratio. At December 30, 2018, the effective interest rate on our borrowings was 3.1%.

In addition to paying interest on the outstanding principal under the Revolving Loan Facility, we are required to pay a commitment fee on the unutilized commitments thereunder. The commitment fee is between 0.15% - 0.25%, depending on our leverage ratio.

Debt issuance costs of \$0.2 million paid to the lenders in connection with the Credit Agreement, as well as unamortized debt issuance costs of \$0.3 million paid in connection with the previous credit facility, are reflected as a reduction of debt and will be amortized as interest expense over the term of the Revolving Loan Facility.

Debt at December 30, 2018 and April 1, 2018 consisted of the following:

	December 30, 2018	April 1, 2018
(In thousands)		
Senior secured term loan	\$ —	\$ 85,000
Senior secured revolving loan	91,000	16,000
Total debt	91,000	101,000
Less: unamortized debt issuance costs	(458)	(374)
Total debt, net of debt issuance costs	90,542	100,626
Less: current portion of long-term debt	(9,907)	(9,864)
Total long-term debt	\$ 80,635	\$ 90,762

Note 10 – Income Taxes

We are subject to U.S. federal income tax as well as income tax of multiple state jurisdictions. The tax years prior to our fiscal year ended April 3, 2016 are closed to examination by the Internal Revenue Service, and with few exceptions, state and local income tax jurisdictions. Our effective tax rate for the nine months ended December 30, 2018 was 26.8%. The effective tax rate is impacted by projected levels of annual taxable income, permanent items, and state taxes.

The U.S. Tax Cuts and Jobs Act (the “Tax Act”) enacted in December 2017, reduced the U.S. corporate tax rate from 35% to 21%. Our effective tax rate for the nine months ended December 31, 2017 was not meaningful, due to the revaluation of our net deferred tax liabilities. Under GAAP, deferred tax assets and liabilities are required to be revalued during the period in which the new tax legislation is enacted. As such, during the fiscal year-end ended April 1, 2018 we revalued our net deferred tax liabilities to reflect the impact of the Tax Act and recorded a one-time benefit of \$13.9 million. The accounting for the impact of the Tax Act was finalized during the quarter ended December 30, 2018 and no estimates changed from those under provisional accounting.

As of December 30, 2018 and April 1, 2018, our balance sheet included a long-term liability for uncertain tax positions of \$0.1 million and \$0.2 million, respectively, which arose from tax positions taken by Stauber on its tax returns for periods prior to our acquisition. Because the Stauber acquisition agreement provides us with indemnification by the prior owners for any tax liabilities relating to pre-acquisition tax returns, we have also recorded an offsetting, long-term receivable of \$0.1 million as of December 30, 2018 and \$0.2 million as of April 1, 2018. As a result, any change in the unrecognized tax benefit will not impact our effective tax rate in future periods. We expect these uncertain income tax amounts to decrease through September 2019 as the applicable examination periods for the relevant taxing authorities expire.

Note 11 – Share-Based Compensation

Performance-Based Restricted Stock Units. Our Board of Directors (the “Board”) approved a performance-based equity compensation arrangement for our executive officers during the first quarters of each of fiscal 2019 and fiscal 2018. These performance-based arrangements provide for the grant of performance-based restricted stock units that represent a possible future issuance of restricted shares of our common stock based on a pre-tax income target for the applicable fiscal year. The actual number of restricted shares to be issued to each executive officer is determined when our final financial information becomes available after the applicable fiscal year and will be between zero shares and 69,252 shares in the aggregate for fiscal 2019. The restricted shares issued will fully vest two years after the last day of the fiscal year on which the performance is based. We are recording the compensation expense for the outstanding performance share units and the converted restricted stock over the life of the awards.

The following table represents the restricted stock activity for the nine months ended December 30, 2018:

	Shares	Weighted-Average Grant Date Fair Value
Unvested at beginning of period	51,143	\$ 45.39
Granted	7,818	31.35
Vested	(24,567)	43.10
Forfeited or expired	(1,511)	47.50
Unvested at end of period	32,883	\$ 43.66

We recorded compensation expense related to performance share units and restricted stock of \$0.4 million and \$1.0 million for the three and nine months ended December 30, 2018, respectively. We recorded compensation expense related to performance share units and restricted stock of \$0.2 million and \$0.7 million for the three and nine months ended December 31, 2017, respectively. Substantially all of the compensation expense was recorded in selling, general and administrative expenses in the condensed consolidated statements of income.

Restricted Stock Awards. As part of their retainer, each non-employee director receives an annual grant of restricted stock for their Board of Director services. The restricted stock awards are expensed over the requisite vesting period, which is one year from the date of issuance, based on the market value on the date of grant. As of December 30, 2018, there were 8,352 shares of restricted stock with a grant date fair value of \$35.90 outstanding under this program. Compensation expense for both the three months ended December 30, 2018 and December 31, 2017 related to restricted stock awards to the Board was \$0.1 million. Compensation expense for the nine months ended December 30, 2018 and December 31, 2017 related to restricted stock awards to the Board was \$0.2 million and \$0.3 million, respectively.

Note 12 – Share Repurchase Program

Our board of directors has authorized the repurchase of up to 300,000 shares of our outstanding common stock for cash on the open market or in privately negotiated transactions subject to applicable securities laws and regulations. Upon repurchase of the shares, we reduce our common stock for the par value of the shares with the excess applied against additional paid-in capital. During the three and nine months ended December 30, 2018, we repurchased 59,788 shares at an aggregate purchase price of \$2.4 million. No shares were repurchased during fiscal 2018. As of December 30, 2018, 52,758 shares remained available to be repurchased under the share repurchase program.

Note 13 – Litigation, Commitments and Contingencies

Litigation. There are no material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which we or any of our subsidiaries are a party or of which any of our property is the subject. Legal fees associated with such matters are expensed as incurred.

Environmental Remediation. During the fourth quarter of fiscal 2018, we recorded a liability of \$0.6 million related to estimated remediation expenses associated with existing contamination at our Minneapolis facility. The liability was decreased by \$0.2 million during the three months ended December 30, 2018 to reflect management's revised expectations related to the cost of this environmental remediation. A nominal amount of expense was incurred against the liability during the three and nine months ended December 30, 2018. The liability is not discounted as management expects to incur these expenses within the next twelve months. Given the many uncertainties involved in assessing environmental claims, our reserves may prove to be insufficient. While it is possible that additional expenses related to remediation will be incurred in future periods if currently unknown issues arise, we are unable to estimate the extent of any further financial impact.

Note 14 – Segment Information

We have three reportable segments: Industrial, Water Treatment, and Health and Nutrition. The accounting policies of the segments are the same as those described in the summary of significant accounting policies in our fiscal 2018 Annual Report on Form 10-K.

We evaluate performance based on profit or loss from operations before income taxes not including nonrecurring gains and losses. Reportable segments are defined primarily by product and type of customer. Segments are responsible for the sales, marketing and development of their products and services. Other than our Health and Nutrition segment, the segments do not

have separate accounting, administration, customer service or purchasing functions. We allocate certain corporate expenses to our operating segments. There are no intersegment sales and no operating segments have been aggregated. No single customer's revenues amounted to 10% or more of our total revenue. Sales are primarily within the United States and all assets are located within the United States.

(In thousands)	Industrial	Water Treatment	Health and Nutrition	Total
Three months ended December 30, 2018:				
Sales	\$ 69,026	\$ 32,740	\$ 26,385	\$ 128,151
Gross profit	8,288	7,643	5,102	21,033
Selling, general, and administrative expenses	5,589	4,582	4,141	14,312
Operating income	2,699	3,061	961	6,721
Three months ended December 31, 2017:				
Sales	\$ 60,337	\$ 30,866	\$ 26,850	\$ 118,053
Gross profit	7,091	7,393	4,356	18,840
Selling, general, and administrative expenses	4,992	4,643	4,504	14,139
Operating income	2,099	2,750	(148)	4,701
Nine months ended December 30, 2018:				
Sales	\$ 212,446	\$ 116,322	\$ 94,507	\$ 423,275
Gross profit	27,059	30,790	17,413	75,262
Selling, general and administrative expenses	16,866	14,738	12,628	44,232
Operating income	10,193	16,052	4,785	31,030
Nine months ended December 31, 2017:				
Sales	\$ 183,053	\$ 107,307	\$ 86,819	\$ 377,179
Gross profit	24,372	29,624	14,958	68,954
Selling, general and administrative expenses	16,043	14,942	13,748	44,733
Operating income	8,329	14,682	1,210	24,221

No significant changes to identifiable assets by segment occurred during the nine months ended December 30, 2018.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following is a discussion and analysis of our financial condition and results of operations for the three and nine months ended December 30, 2018 as compared to the similar periods ended December 31, 2017. This discussion should be read in conjunction with the condensed consolidated financial statements and notes to condensed consolidated financial statements included in this quarterly report on Form 10-Q and Item 8 of our Annual Report on Form 10-K for the fiscal year ended April 1, 2018 ("fiscal 2018"). References to "fiscal 2019" refer to the fiscal year ending March 31, 2019.

Overview

We derive substantially all of our revenues from the sale of chemicals and specialty ingredients to our customers in a wide variety of industries. We began our operations primarily as a distributor of bulk chemicals with a strong customer focus. Over the years, we have maintained the strong customer focus and have expanded our business by increasing our sales of value-added chemical and specialty ingredients, including manufacturing, blending, and repackaging certain products.

Financial Results

We focus on total profitability dollars when evaluating our financial results as opposed to profitability as a percentage of sales, as sales dollars tend to fluctuate, particularly in our Industrial and Water Treatment segments, as raw material costs rise and fall. The costs for certain of our raw materials can rise or fall rapidly, causing fluctuations in gross profit as a percentage of sales.

We use the last in, first out ("LIFO") method for valuing the majority of our inventory in our Industrial and Water Treatment segments, which causes the most recent product costs for those products to be recognized in our income statement. The valuation of LIFO inventory for interim periods is based on our estimates of fiscal year-end inventory levels and costs. The LIFO inventory valuation method and the resulting cost of sales are consistent with our business practices of pricing to current chemical raw material prices. Inventories in the Health and Nutrition segment are valued using the first-in, first-out ("FIFO") method.

Our Industrial and Water Treatment segments sell bulk commodity products. We disclose the sales of our bulk commodity products as a percentage of total sales dollars within each of those segments. Our definition of bulk commodity products includes products that we do not modify in any way, but receive, store, and ship from our facilities, or direct ship to our customers in large quantities. We review our sales reporting on a periodic basis to ensure we are including all products that meet this definition.

Results of Operations

The following table sets forth the percentage relationship of certain items to sales for the period indicated:

	Three months ended		Nine Months Ended	
	December 30, 2018	December 31, 2017	December 30, 2018	December 31, 2017
Sales	100.0 %	100.0 %	100.0 %	100.0 %
Cost of sales	(83.6)%	(84.0)%	(82.2)%	(81.7)%
Gross profit	16.4 %	16.0 %	17.8 %	18.3 %
Selling, general and administrative expenses	(11.2)%	(12.0)%	(10.4)%	(11.9)%
Operating income	5.2 %	4.0 %	7.4 %	6.4 %
Interest expense, net	(0.6)%	(0.7)%	(0.6)%	(0.6)%
Other income (expense)	(0.2)%	— %	(0.1)%	— %
Income before income taxes	4.4 %	3.3 %	6.7 %	5.8 %
Income tax expense	(1.1)%	11.3 %	(1.8)%	1.7 %
Net income	3.3 %	14.6 %	4.9 %	7.5 %

Three Months Ended December 30, 2018 Compared to Three Months Ended December 31, 2017

Sales

Sales increased \$10.1 million, or 8.6%, to \$128.2 million for the three months ended December 30, 2018, as compared to \$118.1 million for the same period of the prior year.

Industrial Segment. Industrial segment sales increased \$8.7 million, or 14.4%, to \$69.0 million for the three months ended December 30, 2018, as compared to \$60.3 million for the same period of the prior year. Sales of bulk commodity products in the Industrial segment were approximately 23% of sales dollars for the three months ended December 30, 2018 and for the same period in the prior year. Sales dollars increased compared to the same period in the prior year due to higher volumes sold, in particular certain specialty products that carry higher per-unit selling prices, as well as increased selling prices on certain products resulting from increased raw material costs.

Water Treatment Segment. Water Treatment segment sales increased \$1.9 million, or 6.1%, to \$32.7 million for the three months ended December 30, 2018, as compared to \$30.9 million for the same period of the prior year. Sales of bulk commodity products in the Water Treatment segment were approximately 16% of sales dollars for the three months ended December 30, 2018 and 17% of sales dollars for the same period in the prior year. A product mix shift and slightly higher overall sales volumes resulted in higher sales dollars in the current period.

Health & Nutrition Segment. Health and Nutrition segment sales decreased \$0.5 million, or 1.7%, to \$26.4 million for the three months ended December 30, 2018, as compared to \$26.9 million the same period of the prior year. Increased sales of distributed specialty products were more than offset by decreased sales of manufactured products as we focus on core products in this area.

Gross Profit

Gross profit was \$21.0 million, or 16.4% of sales, for the three months ended December 30, 2018, an increase of \$2.2 million from \$18.8 million, or 16.0% of sales, for the same period of the prior year. As a result of projected year-end raw material cost and on-hand quantity estimates, the LIFO reserve decreased and gross profits increased by \$0.5 million during the three months ended December 30, 2018 while the LIFO reserve increased and gross profits decreased by \$0.7 million in same period of the prior year.

Industrial Segment. Gross profit for the Industrial segment increased \$1.2 million to \$8.3 million, or 12.0% of sales, for the three months ended December 30, 2018, as compared to \$7.1 million, or 11.8% of sales, for the same period of the prior year. As a result of projected year-end raw material cost decreases, the LIFO reserve decreased and gross profits increased by \$0.4 million during the third quarter of the current year. In the same quarter a year ago, as a result of an estimated increase in year-end on-hand raw material quantities the LIFO reserve increased and gross profits decreased by \$0.5 million. Gross profit increased as a result of the \$0.9 million year-over-year LIFO impact, as well as higher sales volumes, partially offset by increased freight costs and other operating costs including repair and maintenance costs.

Water Treatment Segment. Gross profit for the Water Treatment segment increased \$0.2 million to \$7.6 million, or 23.3% of sales, for the three months ended December 30, 2018, as compared to \$7.4 million, or 24.0% of sales, for the same period of the prior year. As a result of projected year-end raw material cost decreases, the LIFO reserve decreased and gross profits increased by \$0.1 million in the current quarter. In the same quarter a year ago, as a result of an estimated increase in year-end on-hand raw material quantities, the LIFO reserve increased and gross profits decreased by \$0.1 million. Additional increases in profit resulting from higher sales were largely offset by increased operating costs.

Health and Nutrition Segment. Gross profit for our Health and Nutrition segment increased \$0.7 million to \$5.1 million, or 19.3% of sales, for the three months ended December 30, 2018, as compared to \$4.4 million, or 16.2% of sales, for the same period of the prior year. Although total sales were down compared to a year ago, our focus on core products in the manufacturing portion of this segment resulted in improved gross profit.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses were \$14.3 million, or 11.2% of sales, for the three months ended December 30, 2018, an increase of \$0.2 million from \$14.1 million, or 12.0% of sales, for the same period of the prior year. Increases in certain variable expenses were largely offset by actions taken by management, combined with a \$0.4 million reduction in compensation expense resulting from a change in the non-qualified deferred compensation plan liability. This offsets a loss recorded in other income representing a loss on investments held for our non-qualified deferred compensation plan.

Operating Income

Operating income increased \$2.0 million to \$6.7 million, or 5.2% of sales, for the three months ended December 30, 2018, as compared to \$4.7 million, or 4.0% of sales, for the same period of the prior year due to the combined impact of the factors discussed above.

Interest Expense, Net

Interest expense was \$0.8 million for the three months ended December 30, 2018 compared to \$0.9 million for the same period of the prior year. The impact of higher interest rates was more than offset by a \$27.6 million reduction in average borrowings in the current quarter compared to the same period of the prior year.

Other (expense) income

Other expense was \$0.3 million for the three months ended December 30, 2018, an increase of \$0.4 million compared to other income of \$0.1 million recorded for the third quarter of last fiscal year. Other (expense) income represents gains or losses recorded on investments held for our non-qualified deferred compensation plan. The amount recorded as a gain or loss is offset by a similar reduction or increase to compensation expense recorded within SG&A expenses.

Income Tax Provision

Our effective income tax rate was 26.2% for the three months ended December 30, 2018. Our effective tax rate for the three months ended December 31, 2017 was not meaningful as we recorded a \$13.2 million one-time income tax benefit during the period as a result of the U.S. Tax Cuts and Jobs Act of 2017 which was signed into law in December 2017. The effective tax rate is impacted by projected levels of annual taxable income, permanent items, and state taxes.

Nine Months Ended December 30, 2018 Compared to Nine Months Ended December 31, 2017

Sales

Sales increased \$46.1 million, or 12.2%, to \$423.3 million for the nine months ended December 30, 2018, as compared to \$377.2 million for the same period of the prior year.

Industrial Segment. Industrial segment sales increased \$29.4 million, or 16.1%, to \$212.4 million for the nine months ended December 30, 2018, as compared to \$183.1 million for the same period of the prior year. Sales of bulk commodity products in the Industrial segment were approximately 22% of sales dollars for the nine months ended December 30, 2018 and for the same period in the prior year. Sales dollars increased compared to the same period in the prior year due to increased volumes, particularly of certain specialty products that carry higher per-unit selling prices, as well as increased selling prices on certain products resulting from increased raw material costs.

Water Treatment Segment. Water Treatment segment sales increased \$9.0 million, or 8.4%, to \$116.3 million for the nine months ended December 30, 2018, as compared to \$107.3 million for the same period of the prior year. Sales of bulk commodity products in the Water Treatment segment were approximately 15% of sales dollars for the nine months ended December 30, 2018 and 14% for the same period in the prior year. Sales dollars increased in the current period as a result of increased sales volumes across many product lines as well as a favorable product mix shift.

Health & Nutrition Segment. Health and Nutrition segment sales increased \$7.7 million, or 8.9%, to \$94.5 million for the nine months ended December 30, 2018, as compared to \$86.8 million the same period of the prior year. The increase was a result of increased sales of distributed specialty products compared to a year ago.

Gross Profit

Gross profit was \$75.3 million, or 17.8% of sales, for the nine months ended December 30, 2018, an increase of \$6.3 million from \$69.0 million, or 18.3% of sales, for the same period of the prior year. As a result of projected year-end raw material cost and on-hand quantity estimates, the LIFO reserve decreased and gross profits increased nominally for the nine months ended December 30, 2018, compared to an increase in the LIFO reserve and a decrease in gross profit of \$1.4 million for the nine months ended December 31, 2017.

Industrial Segment. Gross profit for the Industrial segment was \$27.1 million, or 12.7% of sales, for the nine months ended December 30, 2018, as compared to \$24.4 million, or 13.3% of sales, for the same period of the prior year. As a result of projected minimal changes to year-end raw material costs and on-hand quantities, the LIFO reserve decreased and gross profits increased by \$0.1 million during the nine months ended December 30, 2018. In the same period of the prior year, projected

year-end raw material cost increases and increased on-hand quantities resulted in an increase in the LIFO reserve and a decrease in gross profit of \$1.1 million. In addition to the LIFO impacts, the increase in gross profit dollars was due to a favorable product mix shift to more products with higher per-unit margins as well as improved pricing on certain products, offset somewhat by an increase in operational overhead costs driven largely by repair and maintenance costs, as well as rising fuel costs and increased transportation costs.

Water Treatment Segment. Gross profit for the Water Treatment segment increased \$1.2 million to \$30.8 million, or 26.5% of sales, for the nine months ended December 30, 2018, as compared to \$29.6 million, or 27.6% of sales, for the same period of the prior year. As a result of projected minimal changes to year-end raw material costs and on-hand quantities, the LIFO reserve changed nominally during the nine months ended December 30, 2018. In the same period of the prior year, projected year-end raw material cost increases resulted in an increase in the LIFO reserve and a decrease in gross profit of \$0.3 million. In addition to the LIFO impacts, the increase in gross profit was a result of higher sales volumes compared to a year ago, offset in part by an increase in certain variable costs and higher transportation costs, partially due to rising fuel costs.

Health and Nutrition Segment. Gross profit for our Health and Nutrition segment increased \$2.5 million to \$17.4 million, or 18.4% of sales, for the nine months ended December 30, 2018, as compared to \$15.0 million, or 17.2% of sales, for the same period of the prior year. Gross profit increased as a result of the combined impact of higher sales, including focused sales of core manufactured products, and lower operating costs compared to the same period a year ago.

Selling, General and Administrative Expenses

SG&A expenses were \$44.2 million, or 10.4% of sales, for the nine months ended December 30, 2018, a decrease of \$0.5 million from \$44.7 million, or 11.9% of sales, for the same period of the prior year. The decrease in SG&A expenses resulted from actions taken by management in the prior year, offset somewhat by increases in certain variable expenses. In addition, SG&A expense was favorably impacted by \$0.3 million compared to the prior year related to a reduction in compensation expense resulting from a change in the non-qualified deferred compensation plan liability. This offsets a loss recorded in other income representing a loss on investments held for our non-qualified deferred compensation plan.

Operating Income

Operating income increased \$6.8 million to \$31.0 million, or 7.4% of sales, for the nine months ended December 30, 2018, as compared to \$24.2 million, or 6.4% of sales, for the same period of the prior year due to the combined impact of the factors discussed above.

Interest Expense, Net

Interest expense was \$2.6 million for the nine months ended December 30, 2018 compared to \$2.5 million for the same period of the prior year. The slight increase in interest expense was driven by higher interest rates as compared to a year ago, offset somewhat by lower levels of outstanding debt.

Other (expense) income

Other expense was \$0.2 million for nine months ended December 30, 2018, an increase of \$0.3 million from other income of \$0.1 million recorded for the nine months ended December 31, 2017. Other (expense) income represents gains or losses recorded on investments held for our non-qualified deferred compensation plan. The amount recorded as a gain or loss is offset by a similar reduction or increase to compensation expense recorded with SG&A expenses.

Income Tax Provision

Our effective income tax rate was 26.8% for the nine months ended December 30, 2018. Our effective tax rate for the nine months ended December 31, 2017 was not meaningful as we recorded a \$13.2 million one-time income tax benefit during the period as a result of the U.S. Tax Cuts and Jobs Act of 2017 which was signed into law in December 2017. The effective tax rate is impacted by projected levels of annual taxable income, permanent items, and state taxes.

Liquidity and Capital Resources

Cash was \$7.3 million at December 30, 2018, an increase of \$2.3 million as compared with the \$5.0 million available as of April 1, 2018.

Cash provided by operating activities was \$31.0 million for the nine months ended December 30, 2018, compared to cash provided by operating activities of \$14.6 million for the same period of the prior year. The year-over-year increase in cash provided by operating activities was primarily driven by an increase in operating income over the prior year, as well as a lower

increase in inventory dollars in the first nine months of fiscal 2019 as compared to a year ago and a decrease in accounts receivable balances compared to a slight increase in the prior year. The large increase in inventory dollars in the first nine months of the prior fiscal year was primarily due to an increase in on-hand inventory, along with an increase in the per-unit cost, of one of our major commodities. Due to the nature of our operations, which includes purchases of large quantities of bulk chemicals, timing of purchases can result in significant changes in working capital investment and the resulting operating cash flow. Typically, our cash requirements increase during the period from April through November as caustic soda inventory levels increase as the majority of barges are received during this period.

Cash used in investing activities was \$7.0 million for the nine months ended December 30, 2018, compared to \$16.7 million for the same period of the prior year. Capital expenditures were \$7.2 million for the nine months ended December 30, 2018, compared to \$17.0 million in the same period of the prior year. The decrease in current year capital expenditures was in part related to higher spending in the prior year on non-recurring projects, including the purchase of three of our previously-leased Florida locations. Included in capital expenditures for the first nine months of fiscal 2019 was \$4.5 million related to facility improvements, replacement equipment, new and replacement containers and Water Treatment trucks, and \$1.3 million related to business expansion, inventory storage, and process improvements.

Cash used in financing activities was \$21.7 million for the nine months ended December 30, 2018, compared to cash provided by financing activities of \$2.9 million in the same period of the prior year. Included in financing activities in the current year were dividend payments of \$9.5 million, share repurchases of \$2.4 million, and net repayments on our Credit Facility (as defined below) of \$10.0 million discussed in more detail below. In the first nine months of the prior year, we made dividend payments of \$9.2 million, debt repayments on our Term Loan Facility of \$5.6 million, and net borrowings of \$17.0 million on our Revolving Loan Facility to fund working capital requirements.

We expect our cash balances and funds available under our credit facility, discussed below, along with cash flows generated from operations, will be sufficient to fund the cash requirements of our ongoing operations for the foreseeable future.

We were party to a credit agreement (the "Prior Credit Agreement") with U.S. Bank National Association ("U.S. Bank") as Sole Lead Arranger and Sole Book Runner and other lenders from time to time party thereto (collectively, the "Prior Lenders"), whereby U.S. Bank was also serving as Administrative Agent. The Prior Credit Agreement provided us with senior secured credit facilities totaling \$165.0 million, consisting of a \$100.0 million senior secured term loan credit facility and a \$65.0 million senior secured revolving loan credit facility. The term loan facility required mandatory quarterly repayments, with the balance due at maturity. The revolving loan facility included a letter of credit subfacility in the amount of \$5.0 million and a swingline subfacility in the amount of \$8.0 million. The Prior Credit Agreement was scheduled to terminate on December 23, 2020 and the underlying credit facility was secured by substantially all of our personal property assets and those of our subsidiaries. Borrowings under the Prior Credit Agreement bore interest at a variable rate per annum equal to one of the following, plus, in both cases, an applicable margin based upon our leverage ratio: (a) LIBOR for an interest period of one, two, three or six months as selected by us, reset at the end of the selected interest period, or (b) a base rate determined by reference to the highest of (1) U.S. Bank's prime rate, (2) the Federal Funds Effective Rate plus 0.5%, or (3) one-month LIBOR for U.S. dollars plus 1.0%. The LIBOR margin was 1.125%, 1.25% or 1.5%, depending on our leverage ratio. The base rate margin was either 0.125%, 0.25% or 0.5%, depending on our leverage ratio.

On November 30, 2018, we entered into an amended and restated credit agreement (the "Credit Agreement") with U.S. Bank National Association ("U.S. Bank") as Sole Lead Arranger and Sole Book Runner, and other lenders from time to time party thereto (collectively, the "Lenders"), whereby U.S. Bank is also serving as Administrative Agent. The Credit Agreement refinanced the term and revolving loans under the Prior Credit Agreement and provides us with senior secured revolving credit facilities (the "Revolving Loan Facility") totaling \$150.0 million. The Revolving Loan Facility includes a \$5.0 million letter of credit subfacility and \$15.0 million swingline subfacility. The Revolving Loan Facility has a five-year maturity date, maturing on November 30, 2023. The Revolving Loan Facility is secured by substantially all of our personal property assets and those of our subsidiaries.

We used \$91.0 million of the proceeds from the Revolving Loan Facility to refinance the obligations under the Prior Credit Agreement. We may use the remaining amount of the Revolving Loan Facility for working capital, capital expenditures, share repurchases, restricted payments and acquisitions permitted under the Credit Agreement, and other general corporate purposes.

Borrowings under the Revolving Loan Facility bear interest at a rate per annum equal to one of the following, plus, in both cases, an applicable margin based upon our leverage ratio: (a) LIBOR for an interest period of one, two, three or six months as selected by us, reset at the end of the selected interest period, or (b) a base rate determined by reference to the highest of (1) U.S. Bank's prime rate, (2) the Federal Funds Effective Rate plus 0.5%, or (3) one-month LIBOR for U.S. dollars plus 1.0%. The

LIBOR margin is between 0.85% - 1.35%, depending on our leverage ratio. The base rate margin is between 0.00% - 0.35%, depending on our leverage ratio. At December 30, 2018, the effective interest rate on our borrowing was 3.1%.

In addition to paying interest on the outstanding principal under the Revolving Loan Facility, we are required to pay a commitment fee on the unutilized commitments thereunder. The commitment fee is between 0.15% - 0.25%, depending on our leverage ratio.

Debt issuance costs of \$0.2 million paid to the lenders in connection with the Credit Agreement, as well as unamortized debt issuance costs of \$0.3 million paid in connection with the Prior Credit Agreement, are reflected as a reduction of debt and will be amortized as interest expense over the term of the Revolving Loan Facility.

The Credit Agreement requires us to maintain (a) a minimum fixed charge coverage ratio of 1.15 to 1.00 and (b) a maximum total cash flow leverage ratio of 3.0 to 1.0. The Credit Agreement also contains other customary affirmative and negative covenants, including covenants that restrict our ability to incur additional indebtedness, dispose of significant assets, make certain investments, including any acquisitions other than permitted acquisitions, make certain payments, enter into sale and leaseback transactions, grant liens on our assets or rate management transactions, subject to certain limitations. We are permitted to make distributions, pay dividends and repurchase shares so long as no default or event of default exists or would exist as a result thereof.

The Credit Agreement contains customary events of default, including failure to comply with covenants in the Credit Agreement and other loan documents, cross default to other material indebtedness, failure by us to pay or discharge material judgments, bankruptcy, and change of control. The occurrence of an event of default would permit the lenders to terminate their commitments and accelerate loans under the Credit Facility.

As part of our growth strategy, we have acquired businesses and may pursue acquisitions or other strategic relationships in the future that we believe will complement or expand our existing businesses or increase our customer base. We believe we could borrow additional funds under our current or new credit facilities or sell equity for strategic reasons or to further strengthen our financial position.

Critical Accounting Estimates

There were no material changes in our critical accounting estimates since the filing of our Annual Report on Form 10-K for the fiscal year ended April 1, 2018.

Forward-Looking Statements

The information presented in this Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements have been made pursuant to the provisions of the Private Securities Litigation Reform Act of 1995. These statements are not historical facts, but rather are based on our current expectations, estimates and projections, and our beliefs and assumptions. We intend words such as "anticipate," "expect," "intend," "plan," "believe," "seek," "estimate," "will" and similar expressions to identify forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and other factors, some of which are beyond our control and are difficult to predict. These factors could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. Additional information concerning potential factors that could affect future financial results is included in our Annual Report on Form 10-K for the fiscal year ended April 1, 2018. We caution you not to place undue reliance on these forward-looking statements, which reflect our management's view only as of the date of this Quarterly Report on Form 10-Q. We are not obligated to update these statements or publicly release the result of any revisions to them to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect the occurrence of unanticipated events.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are subject to the risk inherent in the cyclical nature of commodity chemical prices. However, we do not currently purchase forward contracts or otherwise engage in hedging activities with respect to the purchase of commodity chemicals. We attempt to pass changes in the cost of our materials to our customers. However, there are no assurances that we will be able to pass on the increases in the future.

We are exposed to market risks related to interest rates. Our exposure to changes in interest rates is limited to borrowings under our Credit Facility. A 25 basis point change in interest rates would potentially increase or decrease our annual interest expense by approximately \$0.1 million. We have in place an interest rate swap that converts a portion of our variable-rate debt

into a fixed-rate obligation. The swap agreement began September 1, 2017 and will end on December 23, 2020. The notional amount of the swap agreement was \$40 million from September 1, 2017 through August 31, 2018 and is \$30 million from September 1, 2018 through August 31, 2019 and \$20 million from September 1, 2019 through December 23, 2020. We have designated this swap as a cash flow hedge and have determined that it qualifies for hedge accounting treatment. Changes in fair value of the cash flow hedge are recorded in other comprehensive loss (net of tax) until income or loss from the cash flows of the hedged item is realized.

Other types of market risk, such as foreign currency risk, do not arise in the normal course of our business activities.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report on Form 10-Q, we conducted an evaluation, under supervision and with the participation of management, including the chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15 of the Exchange Act. Based upon that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective as of December 30, 2018. Disclosure controls and procedures are defined by Rules 13a-15(e) and 15d-15(e) of the Exchange Act as controls and other procedures that are designed to ensure that information required to be disclosed by us in reports filed with the SEC under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports filed under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or person performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control

There was no change in our internal control over financial reporting during the third quarter of fiscal 2019 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

There are no material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which we or any of our subsidiaries are a party or of which any of our property is the subject.

ITEM 1A. RISK FACTORS

There have been no material changes to our risk factors from those disclosed in our Annual Report on Form 10-K for the fiscal year ended April 1, 2018.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

In fiscal 2015, our Board of Directors authorized the repurchase of up to 300,000 shares of our outstanding common stock. The shares may be repurchased on the open market or in privately negotiated transactions subject to applicable securities laws and regulations. The following table sets forth information concerning purchases of our common stock for the three months ended December 30, 2018:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of a Publicly Announced Plan or Program	Maximum Number of Shares that May Yet be Purchased under Plans or Programs
10/1/2018-10/29/2018	—	\$ —	—	112,546
10/29/2018-11/25/2018	29,995	39.24	29,995	82,551
11/26/2018-12/30/2018	29,793	40.57	29,793	52,758
Total	59,788		59,788	

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit	Description	Method of Filing
3.1	<u>Amended and Restated Articles of Incorporation.</u> (1)	Incorporated by Reference
3.2	<u>Amended and Restated By-Laws.</u> (2)	Incorporated by Reference
10.1	<u>Employee Stock Purchase Plan, as amended.</u> (3)	Incorporated by Reference
10.2	<u>Amended and Restated Credit Agreement, dated as of November 30, 2018, among the Company, U.S. Bank National Association, and certain financial institutions.</u> (4)	Incorporated by Reference
31.1	<u>Certification by Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act.</u>	Filed Electronically
31.2	<u>Certification by Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act.</u>	Filed Electronically
32.1	<u>Section 1350 Certification by Chief Executive Officer.</u>	Filed Electronically
32.2	<u>Section 1350 Certification by Chief Financial Officer.</u>	Filed Electronically
101	Financial statements from the Quarterly Report on Form 10-Q of Hawkins, Inc. for the period ended December 30, 2018 filed with the SEC on February 6, 2019 formatted in Extensible Business Reporting Language (XBRL); (i) the Condensed Consolidated Balance Sheets at December 30, 2018 and April 1, 2018, (ii) the Condensed Consolidated Statements of Income for the three and nine months ended December 30, 2018 and December 31, 2017, (iii) the Condensed Consolidated Statements of Comprehensive Income for the three and nine months ended December 30, 2018 and December 31, 2017, (iv) the Condensed Consolidated Statements of Cash Flows for the nine months ended December 30, 2018 and December 31, 2017, and (v) Notes to Condensed Consolidated Financial Statements.	Filed Electronically

- (1) Incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2010, filed on July 29, 2010 (File no. 000-07647).
- (2) Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated October 28, 2009 and filed November 3, 2009 (File no. 000-07647).
- (3) Incorporated by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8 filed November 2, 2018 (File no. 333-228128).
- (4) Incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form 8-K filed December 3, 2018 (File no. 000-07647).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HAWKINS, INC.

By:

/s/ Jeffrey P. Oldenkamp

Jeffrey P. Oldenkamp

Vice President, Chief Financial Officer, and Treasurer

(On behalf of the registrant and as principal financial and
accounting officer)

Dated: February 6, 2019

**CERTIFICATION PURSUANT TO
SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

CERTIFICATIONS

I, Patrick H. Hawkins, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hawkins, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 6, 2019

/s/ Patrick H. Hawkins

Patrick H. Hawkins

Chief Executive Officer and President

**CERTIFICATION PURSUANT TO
SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

CERTIFICATIONS

I, Jeffrey P. Oldenkamp, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hawkins, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 6, 2019

/s/ Jeffrey P. Oldenkamp

Jeffrey P. Oldenkamp

Vice President, Chief Financial Officer, and Treasurer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Hawkins, Inc. (the Company) on Form 10-Q for the period ended December 30, 2018, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Patrick H. Hawkins, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934;
and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Patrick H. Hawkins

Patrick H. Hawkins

Chief Executive Officer and President

February 6, 2019

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Hawkins, Inc. (the Company) on Form 10-Q for the period ended December 30, 2018, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Jeffrey P. Oldenkamp, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934;
and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jeffrey P. Oldenkamp

Jeffrey P. Oldenkamp

Vice President, Chief Financial Officer, and Treasurer

February 6, 2019

19.2 Is this financial statement for the identical organization named on page one?
(Y) X (N) _____

19.3 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

Hawkins Inc is the parent Co. Hawkins
Water Treatment is the registered Fictitious Name

19.4 Will this organization act as a guarantor of the contract?

(Y) X (N) _____

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.


Signature Raymond Pool, SE Region Mgr.

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 8 day of Feb, 2019 by Raymond Pool of Hawkins, Inc, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

WITNESS my hand and official seal.


NOTARY PUBLIC
MARCIA STIVANSON
MY COMMISSION # FF 980804
EXPIRES: April 20, 2020
Bonded Thru Budget Notary Service

(Name of Notary Public: Print, Stamp, or type as Commissioned)

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): Hawkins Inc.
Address: 2263 Clark St. Apopka FL 32703
Telephone No: (800) 330-1369
Contact person: Raymond Pool Title: SE Region Mgr.
Number of years in business: Since 1955 Years
Address of nearest facility: Holly Wood, FL.

List three (3) companies or governmental agencies where these products and services have been provided in the last year:

1. Company Name: City of Delray Beach
Address: 200 SW 7th St Delray Beach FL 33444
Telephone No: (239) 533-2111
Contact Person: John Ballard Title: Mgr. of Wtr Treatment
Date Products Sold: Sodium Hypochlorite & HFS.
2. Company Name: Toho Water Authority
Address: 101 N. Church St. Kissimmee, FL 34741
Telephone No: (407) 944-5074
Contact Person: Nike Powers Title: Chief Wtr Operator
Date Products Sold: ClearFlow PT, HFS, Glycerin
3. Company Name: City of Winter Haven
Address: 401 Sixth St. SW Winter Haven, FL 33880
Telephone No: (863) 291-5161
Contact Person: David Bayhan, Jr. Title: Utilities Service Director
Date Products Sold: Polymer, HFS.

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. F 14100004437

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ☐ (a) Maintaining, defending, or settling any proceeding.
 - ☐ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ☐ (c) Maintaining bank accounts.
 - ☐ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ☐ (e) Selling through independent contractors.
 - ☐ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ☐ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ☐ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ☐ (i) Transacting business in interstate commerce.
 - ☐ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ☐ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ☐ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ☐ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
(II) ☐ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Hawkins Inc. dba Hawkins Water Treatment Group
BIDDER'S CORRECT LEGAL NAME

[Signature]
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

Raymond Pool, SE Region Manager

State of Florida

Department of State

I certify from the records of this office that HAWKINS WATER TREATMENT GROUP, INC. is a Minnesota corporation authorized to transact business in the State of Florida, qualified on October 20, 2014.

The document number of this corporation is F14000004437.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 3, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2019*



Ken Detjen
Secretary of State

Tracking Number: CC3514637608

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Document Number****Foreign Profit Corporation**

HAWKINS WATER TREATMENT GROUP, INC.

Filing Information

Document Number	F14000004437
FEI/EIN Number	41-0771293
Date Filed	10/20/2014
State	MN
Status	ACTIVE

Principal Address2381 ROSEGATE
ROSEVILLE, MN 55113**Mailing Address**2381 ROSEGATE
ROSEVILLE, MN 55113**Registered Agent Name & Address**NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**Officer/Director Detail****Name & Address**

Title D

MCKEON, JOHN
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

SKAAR, DARYL
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

JERGENSON, DUANE
2381 ROSEGATE
ROSEVILLE, MN 55113

Title P

HAWKINS, PATRICK
2381 ROSEGATE
ROSEVILLE, MN 55113

Title V

KELLER, THOMAS
2381 ROSEGATE
ROSEVILLE, MN 55113

Title S

ERSTAD, RICHARD
2381 ROSEGATE
ROSEVILLE, MN 55113

Annual Reports

Report Year	Filed Date
2015	01/13/2015

Document Images

<u>01/13/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/20/2014 -- Foreign Profit</u>	View image in PDF format

2015 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F14000004437

Entity Name: HAWKINS WATER TREATMENT GROUP, INC.

Current Principal Place of Business:

2381 ROSEGATE
ROSEVILLE, MN 55113

Current Mailing Address:

2381 ROSEGATE
ROSEVILLE, MN 55113 US

FEI Number: 41-0771293

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name MCKEON, JOHN
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title D
Name SKAAR, DARYL
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title D
Name JERGENSON, DUANE
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title P
Name HAWKINS, PATRICK
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title V
Name KELLER, THOMAS
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title S
Name ERSTAD, RICHARD
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD ERSTAD

SECRETARY

01/13/2015

Electronic Signature of Signing Officer/Director Detail

Date

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Hawkins, Inc.

Name of corporation - must include suffix

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," or "Certificate of Good Standing" and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Britta Retterer

Name of Person

Hawkins, Inc.

Firm/Company

2381 Rosegate

Address

Roseville, MN 55113

City/State and Zip code

britta.retterer@hawkinsinc.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Britta Retterer

Name of Person

at (**612**) **617-8563**

Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

☒ \$70.00 Filing Fee

☐ \$78.75 Filing Fee &
Certificate of Status

☐ \$78.75 Filing Fee &
Certified Copy

☐ \$87.50 Filing Fee,
Certificate of Status &
Certified Copy

Mailed 10/20/12

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.*

1. Hawkins, Inc.

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION,"
"Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

Hawkins Water Treatment Group, Inc.

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Minnesota

(State or country under the law of which it is incorporated)

3. 41-0771293

(FEI number, if applicable)

4. 12/30/1955

(Date of incorporation)

5. perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida, if prior to registration)

(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 2381 Rosegate, Roseville, MN 55113

(Principal office address)

2381 Rosegate, Roseville, MN 55113

(Current mailing address)

8. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: **National Registered Agents, Inc.**

Office Address: **1200 South Pine Island Road**

Plantation

(City)

Florida 33324

(Zip code)

9. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

**Michele Miller
Assistant Secretary**

Michele Miller

(Registered agent's signature)

10. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

11. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: John Mckeon

Address: 2381 Rosegate, Roseville, MN 55113

Vice Chairman:

Address:

Director: Daryl Skaar

Address: 2381 Rosegate, Roseville, MN 55113

Director: Duane Jergenson

Address: 2381 Rosegate, Roseville, MN 55113

B. OFFICERS

President: Patrick Hawkins

Address: 2381 Rosegate, Roseville, MN 55113

Vice President: Thomas Keller

Address: 2381 Rosegate, Roseville, MN 55113

Secretary: Richard Erstad

Address: 2381 Rosegate, Roseville, MN 55113

Treasurer: Kathleen Pepski

Address: 2381 Rosegate, Roseville, MN 55113

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

12.


Signature of Director or Officer

The officer or director signing this document (and who is listed in number 12 above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

13. Richard Erstad Vice President, General Counsel & Secretary

(Typed or printed name and capacity of person signing application)

11.

A. Directors

Director: James Faulconbridge
Address: 2381 Rosegate, Roseville, MN 55113

Director: James Thompson
Address: 2381 Rosegate, Roseville, MN 55113

Director: Jeffery Wright
Address: 2381 Rosegate, Roseville, MN 55113

Director: Mary Schumacher
Address: 2381 Rosegate, Roseville, MN 55113

Director: Patrick Hawkins
Address: 2381 Rosegate, Roseville, MN 55113

B. Officers

Vice President: John Sevenich
Address: 2381 Rosegate, Roseville, MN 55113

Vice President: Steven Matthews
Address: 2381 Rosegate, Roseville, MN 55113

Vice President: Theresa Moran
Address: 2381 Rosegate, Roseville, MN 55113



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

**RESOLUTION OF THE BOARD OF DIRECTORS TO ADOPT AN
ALTERNATE NAME FOR USE IN FLORIDA**

(Pursuant to section 607.1506 or 617.1506, F.S.)

(Please print or type)

I, the undersigned Richard Erstad, do hereby certify
(Name)

that this Resolution of the Board of Directors of _____
Hawkins, Inc.
(Name of Corporation)

a corporation duly organized and existing under the laws of Minnesota
(State or Country)

was adopted on September 25, 2014, adopting the alternate

name of Hawkins Water Treatment Group, Inc.
(Alternate Name) NOTE: Must contain a corporate suffix)

for use in Florida as its real name is unavailable in Florida.

Date: 9/26/14

Signature of ~~Chairman~~ Vice Chairman of the Board, a
director or any officer

Vice President, General Counsel & Secretary
Title of person signing

FILING FEE \$35

(No fee required if submitted with a foreign not for profit qualification or amendment)

Make checks payable to Florida Department of State and mail to:

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 21, 2014

BRITTA RETTERER
2381 ROSEGATE
ROSEVILLE, MN 55113

Qualification documents for HAWKINS WATER TREATMENT GROUP, INC. were filed on October 20, 2014 and assigned document number F14000004437. Please refer to this number whenever corresponding with this office.

Your corporation is now authorized to transact business in Florida.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the corporate address changes.

Should you have any questions regarding this matter, please contact this office at (850) 245-6052.

Christine Haney
Regulatory Specialist II
New Filing Section
Division of Corporations

Letter Number: 014A00022529

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Florida Secretary of State
Division of Corporations
1120A
P.O. Box 6327 Tallahassee, FL 32314

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**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Hawkins, Inc.
Date Filed:	12/30/1955
File Number:	Q-420
Minnesota Statutes, Chapter:	302A
Home Jurisdiction:	Minnesota

This certificate has been issued on: 10/08/2014



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota

ATTACHMENT 1
HYDROFLUOSILICIC ACID
ESTIMATED ANNUAL USAGE

Agency	Est. Annual Qty. (Gallons)	Tank Size	Minimum Delivery (Gallons)	Own or Rent Tank	Special Requirement
Cooper City	5,500	700	200	Own	Deliveries between 7:30 a.m. – 2:30 p.m.
Coral Springs	2,000	500	400	Own	N/A
Dania Beach	2,000	550	200	Own	N/A
		100			
Davie	(Sys III) 2,500	(Sys III) 800	400	Own	Delivery Mon-Fri 8:00 a.m. to 2:00 p.m.
	(Sys V) 3,000	(Sys V) 2,000	400	Own	
Deerfield Beach	9,000	5,800	500	Own	Delivery Mon-Fri 8:00 a.m. to 3:00 p.m.
Hallandale Beach	7,300	900	200	Own	Smaller delivery truck recommended. Delivery site is congested and a challenge for drivers
Margate	6,000	1,000	800	Own	Deliveries Mon-Thurs between 7:00 a.m. to 4:00 p.m.
Miramar	19,300	East 1,050	400	Lease	N/A
		West 1,500	400		
N. Lauderdale	3,300	300	200	Own	
N. Miami	2,400	450	200	Own	Possible maneuverability issues for oversized delivery vehicles. Est. quantity will increase after April 2019 to 5,000-8,000 gal.
Pembroke Pines	9,600	1,100	500	Own	N/A
Tamarac	4,000	1,000	300	Own	1-1/2" can into 1,000 gal. fiberglass tank, 1-1/2" female to 1-1/2" male

Note: Each entity will order no less than 200 gallons per delivery.

ATTACHMENT 2

HYDROFLUOSILICIC ACID ENTITY CONTACT NAME & PHONE #S

Agency	Contact	Phone Number	Fax Number	Email
Cooper City	George Garba	954 434-5519		ggarba@coopercityfl.org
Coral Springs	Roxanne Sookdeo	954 344-1103	954 344-1186	rsookdeo@coralsprings.org
Dania Beach	Tania Stevens	954 924-6800 x3671	954 922-5619	tstevens@daniabeachfl.gov
	Nate Costa	954 924-6808 x3616		ncosta@daniabeachfl.gov
Davie	Raul Sotelo	954 327-3748	954 327-3752	raul_sotelo@davie-fl.gov
Deerfield Beach	Joshua Niemann	954 480-4369	954 480-4348	jniemann@deerfield-beach.com
Hallandale Beach	John Fawcett	954 457-1610 or 954 457-1632		jfawcett@cohb.org
Margate	Richard Uber	954 972-0828	954 978-7349	ruber@margatefl.com
Miramar	Evelyn Valerio	954 883-5012	954 602-3644	ervalerio@miramarfl.gov
N. Lauderdale	Ann-Marie Fraser	954 597-4718	954 597-4818	afraser@nlauderdale.org
N. Miami	Heylicken Espinoza	305 895-9886 x12905		hespinoza@northmiamifl.gov
	Pavel Vida	305 953-2854		
Pembroke Pines	Paul Thompson	954 518-9097	954 962-9061	pthompson@ppines.com
Tamarac	Keith Glatz	954 597-3570	954 597-3565	Keith.glatz@tamarac.org
	Jason Bentley			Jason.bentley@tamarac.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2018

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).

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	CONTACT NAME: Haley Odorizzi PHONE (A/C No, Ext): 763-746-8323 E-MAIL ADDRESS: haley.odorizzi@marshmima.com FAX (A/C No): INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company INSURER B : Aspen Speciality Insurance Company INSURER C : AIG Speciality Insurance Company INSURER D : Commerce & Industry Insurance Company INSURER E : New Hampshire Insurance Company INSURER F : AIG Property Casualty Company	NAIC # 17370 10717 99999 19410 23841 55555
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COVERAGES

CERTIFICATE NUMBER: 1302165182

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			14246214	9/30/2018	9/30/2019	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA 9948			CA4784945	9/30/2018	9/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			14246215	9/30/2018	9/30/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014220495	9/30/2018	9/30/2019	<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 F	Pollution Liability Work Comp (CA only)			SSP201587911 EXAFVXW18 WC014220495	9/30/2018 9/30/2018 9/30/2018	9/30/2021 9/30/2021 9/30/2019	Total Limit 25,000,000 Occ 25,000,000 Agg \$1M/\$1M/\$1M

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 and C are subject to statutes and regulations of surplus lines carriers.

CERTIFICATE HOLDER

CANCELLATION

For Informational
Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Affidavit of Compliance

City of Coral Springs

Bid: Bid #19-C-020F
Hydrofluosilicic Acid

This is to certify the chemical listed in the above referenced bid and furnished by Hawkins, Inc., is in complete compliance with the Technical Specifications and are certified by NSF/ANSI Standard 60 to be used for potable water treatment

If you have any additional questions, please feel free to contact me.

Raymond C. Pool
SE Region Manager

Sworn to & Subscribed before me this 8th day of February 2019.

Marcia Stivanson
Notary Public, State of Florida



MARCIA A. STIVANSON
MY COMMISSION # FF 980804
EXPIRES: April 20, 2020
Bonded Thru Budget Notary Services

HFS 2300 Tech Sheet

Hydrofluosilicic Acid
Fluorosilicic Acid



- ANSI/NSF Standard 60 Certified
- Conforms to AWWA Std B703-00

- Consistent 23% Solution
- Low in Arsenic and Heavy Metals

Usage

HFS 2300 is used for fluoridation of drinking water. It is a crystal clear product that is manufactured consistently as a 23% solution. Since it is a manufactured product, it is very low in Arsenic and Heavy Metals. This makes it a good choice as a source of fluoride, since you are minimizing the addition of other undesirable elements to your system.

Description

Appearance	Clear liquid
% H ₂ SiF ₆	23%
Specific Gravity	1.19 - 1.22
pH	<2.0
As, %	0.0005 max
Heavy Metals, % as Pb	0.01 max

Application

This product should be applied using a metering pump and can be fed neat from the storage vessel without dilution. A day tank is required in most jurisdictions. Optimum dosage is 1 ppm as fluoride (F).

Handling

HFS 2300 is a corrosive and hazardous product but does not have a reportable spill quantity. Refer to UN1778 of the DOT guidelines. Avoid contact with skin or eyes and wash affected areas with water if contact is made. Refer to the MSDS for more detailed instructions.

Shipping

HFS 2300 is packaged in drums and totes as well as in bulk tanker loads and smaller through our Mini-Bulk service. Packaging should be non-metallic and non-glass.

Customer Service

Hawkins can provide a complete chemical feed program to meet your water quality needs including equipment and set up. We deliver all chemicals used for drinking water systems and most are available through our Mini-Bulk service. For complete details on all of our products and services, please contact:

Hawkins South East Distribution Center
(800)330-1369

The information provided has been obtained from sources believed to be reliable and is accurate to the best of our knowledge. Government regulations and standards change without notice. Further, handling and use of the product is beyond our control. Hawkins provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use.



A HAWKINS COMPANY

GENERIC CERTIFICATE OF ANALYSIS

Trade Name: HFS2300
Chemical Name: Hydrofluosilicic Acid, 23% solution

Lot #: 021216

Manufactured by: **Hawkins Distribution Center**

PROPERTY	SPECIFIED	TYPICAL
Certified to ANSI/NSF Std 60		Pass
Appearance	Clear, water white liquid	Pass
Assay, % H ₂ SiF ₆	22.0-24.0%	23.1
HF, %	1.0 max	0.385
Specific Gravity	1.18-1.22	1.20
Heavy Metals, % as Pb	0.0002 max	0.00006
As, %	0.0002 max	0.00006

I certify that all tests as stipulated in the required specifications were performed in accordance with approved test methods and that the results as reported are true, correct and within specified limits.

Mike Hilinski/Joe Sarrubbo
Technician

Hawkins, Inc.
2263 Clark St., Apopka, FL 32703
800-330-1369 FAX: 800-524-9315



SAFETY DATA SHEET

Version 1

1. Identification of the Substance / Preparation and of the Company / Undertaking

Product Name: Hydrofluosillicic Acid 23%
UN/ID No UN1778
Synonyms: Silicate (2-) Hexafluoro-dehydrogen, Hydrofluorosilicic Acid, Fluosillicic Acid, HFS, FSA
Formula: H_2SiF_6
Company Name:
Hawkins, Inc., 2381 Rosegate, Roseville, MN 55113 (612-331-6910)

Emergency Telephone:
CHEMTREC (US): 1-800-424-9300

2. Hazards Identification

GHS - Classification

Acute toxicity - Oral	Category 3
Skin corrosion/irritation	Category 1 Category 1B
Serious eye damage/eye irritation	Category 1
Chronic aquatic toxicity	Category 3



Signal Word: Danger

Hazard Statements:

- Toxic if swallowed
- Causes severe skin burns and eye damage
- Harmful to aquatic life with long lasting effects

Physical Hazards

Corrosive to metals	Category 1
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- May be corrosive to metals



Precautionary Statements:

42894 Hydrofluosilicic Acid 23%

- Do not eat, drink or smoke when using this product
- IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
- Rinse mouth
- Do not breathe dust/fume/gas/mist/vapors/spray
- Wash face, hands and any exposed skin thoroughly after handling
- IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
- IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
- Wash contaminated clothing before reuse
- IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
- Store locked up
- Wear protective gloves/protective clothing/eye protection/face protection
- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- Immediately call a POISON CENTER or doctor/physician
- Avoid release to the environment
- Dispose of contents/ container to an approved waste disposal plant
- Immerse in cool water/wrap in wet bandages
- Absorb spillage to prevent material damage
- Store in corrosive resistant aluminum container with a resistant inliner

3. Composition / Information on Ingredients

Hazardous

Chemical Name	CAS No	Weight-%	EC No
Fluorosilicic acid	16961-83-4	23	241-034-8
Hydrogen fluoride	7664-39-3	<1	231-634-8

Non-Hazardous

Chemical Name	CAS No	Weight-%	EC No
Water	7732-18-5	Balance	231-791-2

4. First Aid Measures

General Advice:	Immediate medical attention is required.
Eye Contact:	Keep eye wide open while rinsing. Immediate medical attention is required. Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Do not rub affected area.
Skin Contact:	Immediate medical attention is required. Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes.
Inhalation:	Move to fresh air. Call a physician or poison control center immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen.
Ingestion:	Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Drink plenty of water. Immediate medical attention is required. Remove from exposure, lie down. Clean mouth with water and drink afterwards plenty of water. Call a physician or poison control center immediately.
Note to Physicians:	Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure. Treat symptomatically.
Self-protection of the First Aider:	Use personal protective equipment as required. Avoid contact with skin, eyes or clothing.

5. Fire-fighting Measures

Flammable Properties:

Not considered to be a fire hazard

42894 Hydrofluosilicic Acid 23%

Explosive Properties:

Not considered to be an explosion hazard

Suitable Extinguishing Media:

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment

Unsuitable Extinguishing Media:

No information available

Specific Hazards Arising from the Chemical:

The product causes burns of eyes, skin and mucous membranes, Thermal decomposition can lead to release of irritating and toxic gases and vapors, In the event of fire and/or explosion do not breathe fumes

Protective Equipment and Precautions for Firefighters:

In the event of a fire, wear full protective clothing and MSHA/NIOSH (approved or equivalent) self-contained breathing apparatus with full facepiece operated in the pressure-demand or other positive pressure mode

6. Accidental Release Measures

Personal Precautions:

Use personal protective equipment as required. Evacuate personnel to safe areas. Avoid contact with skin, eyes or clothing. Keep people away from and upwind of spill/leak.

Environmental Precautions:

Do not allow into any sewer, on the ground or into any body of water. Should not be released into the environment. Prevent further leakage or spillage if safe to do so. Prevent product from entering drains.

Methods for Containment:

Prevent further leakage or spillage if safe to do so. Cover powder spill with plastic sheet or tarp to minimize spreading. Dike far ahead of liquid spill for later disposal.

Methods for Cleaning Up:

Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material. Take up mechanically, placing in appropriate containers for disposal. Clean contaminated surface thoroughly. Prevent product from entering drains. Dam up. After cleaning, flush away traces with water.

Other Information:

Not applicable.

7. Handling and Storage

Advice on Safe Handling:

Use personal protective equipment as required. Avoid contact with skin, eyes or clothing. Use only with adequate ventilation. In case of insufficient ventilation, wear suitable respiratory equipment. Use only with adequate ventilation and in closed systems.

Storage Conditions:

Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep containers tightly closed in a dry, cool and well-ventilated place. Keep in properly labeled containers.

Incompatible Materials:

Strong acids and bases; Oxidizing agents

8. Exposure Controls / Personal Protection

Chemical Name		ACGIH TLV	OSHA PEL	Ontario TWA		
Fluorosilicic acid		TWA: 2.5 mg/m³ F	TWA: 2.5 mg/m³ F (vacated) TWA: 2.5 mg/m³	TWA: 2.5 mg/m³		
Hydrogen fluoride		TWA: 0.5 ppm F TWA: 2.5 mg/m³ F S* Ceiling: 2 ppm F	3 ppm TWA 6 ppm STEL as F	TWA: 0.5 ppm TWA: 2.5 mg/m³ CEV: 2 ppm Skin		
Chemical Name	European Union	China	Japan	Korea	Australia	Taiwan
Fluorosilicic acid	TWA 2.5 mg/m³	TWA: 2 mg/m³ STEL: 5 mg/m³		TWA: 2.5 mg/m³	2.5 mg/m³	TWA: 2.5 mg/m³

42894 Hydrofluosilicic Acid 23%

Hydrogen fluoride	TWA 1.8 ppm TWA 1.5 mg/m ³ STEL 3 ppm STEL 2.5 mg/m ³	TWA: 2 mg/m ³ STEL: 5 mg/m ³ Ceiling: 2 mg/m ³ Ceiling	Ceiling: 3 ppm Ceiling: 2.5 mg/m ³ ISHL/ACL: 0.5 ppm	Ceiling: 3 ppm Ceiling: 2.5 mg/m ³ TWA: 0.5 ppm TWA: 2.5 mg/m ³	2.5 mg/m ³ 3 ppm Peak 2.6 mg/m ³ Peak	TWA: 3 ppm TWA: 2.6 mg/m ³ TWA: 2.5 mg/m ³
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Exposure Guidelines Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992)

Engineering Controls: Ensure adequate ventilation, especially in confined areas

Personal protective equipment (PPE)

Eye/Face Protection: Tight sealing safety goggles. Face protection shield.

Body Protection: Gloves made of plastic or rubber. Suitable protective clothing. Rubber boots. Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact. Wear chemical resistant clothing such as gloves, apron, boots or whole bodysuits made from neoprene, as appropriate.

General Hygiene Considerations:

When using do not eat, drink or smoke. Wash contaminated clothing before reuse. Keep away from food, drink and animal feeding stuffs. Contaminated work clothing should not be allowed out of the workplace. Regular cleaning of equipment, work area and clothing is recommended. Avoid contact with skin, eyes or clothing. Take off all contaminated clothing and wash it before reuse. Wear suitable gloves and eye/face protection.

9. Physical and Chemical Properties

9.1. Information on basic physical and chemical properties

Physical State:	Liquid	Odor:	Pungent
Appearance:	No information available	Odor Threshold:	No information available
Color:	Colorless		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH:	1.0	
"Salt Out" Point (°F):		No information available
Melting Point/Freezing Point:		
Boiling Point/Boiling Range:	105 °C / 221 °C	
Flash Point:		No information available
Evaporation Rate (BuAc=1):		No information available
Flammability (solid, gas):		No information available
Flammability Limits in Air:		No information available
Upper Flammability Limit:		
Lower Flammability Limit:		
Vapor Pressure (mm Hg) :	24 @ 20 °C	
Vapor density (Air =1)	> 1	Denser than air
Specific Gravity (H ₂ O=1):	1.23	
Specific Gravity (2nd value):		
Water Solubility:	Miscible in all proportions in water	
Solubility(ies):		No information available
Partition Coefficient (n-octanol/water)		No information available
Autoignition Temperature:		
Decomposition Temperature:		
Kinematic Viscosity:		No information available
Dynamic Viscosity:		No information available
Oxidizing Properties:	No information available	
Explosive Properties:	No information available	

9.2. Other information

Softening Point:	No information available
Molecular Weight:	No information available
VOC Content(%):	No information available
Density:	No information available
Bulk Density:	No information available
% Volatiles by Volume @ 21°C (70°F):	100

10. Stability and Reactivity

Stability:	Stable under normal conditions of use and storage
Conditions to Avoid:	Exposure to air or moisture over prolonged periods
Incompatible Materials:	Strong acids and bases, Oxidizing agents
Hazardous Decomposition Products:	Thermal decomposition can lead to release of irritating and toxic gases and vapors
Possibility of Hazardous Reactions:	None under normal processing

11. Toxicological Information**Product Information**

Acute Toxicity: 0% of the mixture consists of ingredient(s) of unknown toxicity.

The following values are calculated based on chapter 3.1 of the GHS document

Chemical Name	Oral LD ₅₀	Dermal LD ₅₀	LC ₅₀ (Lethal Concentration):
Fluorosilicic acid	125 mg/kg (Rat)		1.11 mg/L (Rat) 1 h
Hydrogen fluoride			1276 ppm (Rat) 1 h 850 mg/m ³ (Rat) 1 h
Water	90 mL/kg (Rat)		

Chronic Toxicity:

Carcinogenicity: This product contains one or more substances which are classified by IARC as carcinogenic to humans (Group I), probably carcinogenic to humans (Group 2A) or possibly carcinogenic to humans (Group 2B)

Chemical Name	IARC
Fluorosilicic acid	Group 3

IARC (International Agency for Research on Cancer)
Not classifiable as a human carcinogen

Target Organ Effects: Eyes, Respiratory system, Skin

12. Ecological Information**Ecotoxicity**

76% of the mixture consists of components(s) of unknown hazards to the aquatic environment

Harmful to aquatic life with long lasting effects

Chemical Name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia and other aquatic invertebrates
Fluorosilicic acid		65: 96 h <i>Poecilia reticulata</i> mg/L LC50 static 28.7: 96 h <i>Pimephales promelas</i> mg/L LC50 static	
Hydrogen fluoride		660: 48 h <i>Leuciscus idus</i> mg/L LC50	270: 48 h <i>Daphnia</i> species mg/L EC50

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

42894 Hydrofluosilicic Acid 23%**Mobility:** No information available.

Chemical Name	Partition Coefficient:
Hydrogen fluoride	-1.4

13. Disposal Considerations

Waste from Residues/Unused Products: Disposal should be in accordance with applicable regional, national and local laws and regulations

Contaminated Packaging: Do not reuse container.

14. Transport Information**DOT**

Proper shipping name	FLUOROSILICIC ACID
Hazard Class	8
UN/ID No	UN1778
Packing Group	PG II
Description	UN1778, FLUOROSILICIC ACID, 8, PG II

**15. Regulatory Information****International Inventories**

All of the components in the product are on the following Inventory lists: TSCA (United States);, Canada (DSL/NDSL), Europe (EINECS/ELINCS/NLP), Australia (AICS), South Korea (KECL);, China (IECSC), Philippines (PICCS).

This product contains a substance not listed on international inventories - it is for research and development use only.

AICS	Complies
TSCA	Complies
DSL/NDSL	Complies
EINECS/ELINCS	Complies
ENCS	-
IECSC	Complies
KECL	Complies
PICCS	Complies

Chemical Name	AICS	TSCA	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Fluorosilicic acid	Listed	Listed	Listed	-	Listed	-	(1)-316	Listed	KE-18550	Present
Hydrogen fluoride	Listed	Listed	Listed	-	Listed	-	(1)-306	Listed	KE-20198	Present
Water	Listed	Listed	Listed	-	Listed	-	-	Listed	KE-35400	Present

Inventory Legend

AICS - Australian Inventory of Chemical Substances

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

42894 Hydrofluosillicic Acid 23%

RESTRICTIONS - REACH TITLE VII No information available

US Federal Regulations

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

Chemical Name	CERCLA Hazardous Substances and the Reportable Quantities	SARA Extremely Hazardous Substances EPCRA RQ	SARA Extremely Hazardous Substances TPQ
Hydrogen fluoride	100 lb 45.4 kg	100 lb EPCRA RQ	100 lb TPQ

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
Hydrogen fluoride	1.0

SARA 311/312 Hazard Categories

Acute health hazard	Yes
Chronic health hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive hazard	No

U.S. State Right-to-Know Regulations

California Proposition 65:

This product does not contain any Proposition 65 chemicals

16. Other Information

National Fire Protection Association (NFPA) Ratings



NSF/ANSI 60 Certification



42894 Hydrofluosilicic Acid 23%

Maximum Use (mg/L unless otherwise indicated):	6
Prepared By:	HSE Department
Issue Date:	04-Sep-2014
Revision Date:	28-May-2015
Revision Note:	New Product

Disclaimer:

Vertex Chemical Corporation ("Vertex") expressly disclaims all express or implied warranties of merchantability and fitness for a particular purpose, with respect to the product or information provided herein.

All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate, Vertex makes no representations as to its accuracy or sufficiency. Conditions of use are beyond Vertex's control, and, therefore, users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes, and they assume all risks of their use, handling, and disposal of the product, or from the publication or use of, or reliance upon, information contained herein. This information relates only to the product designated herein, and does not relate to its use in combination with any other material or in any other process.

End of Safety Data Sheet

Exhibit B

**BID 19-C-020F
FURNISH & DELIVER HYDROFLUOSILICIC ACID**

PRICING

*Full truckload delivered price per gallon: \$2.75

**Less than truckload delivered price per gallon: \$2.94

*Full truckload = 2,750 gallons

**Combined deliveries regardless of the number of stops



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 6.

File ID: 19-1092

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/09/2019

Short Title: Purchase of Hydrofluosilicic Acid

Final Action: 09/18/2019

Title: MOTION TO APPROVE THE PURCHASE OF HYDROFLUOSILICIC ACID ON AN AS NEEDED BASIS FROM HAWKINS WATER TREATMENT GROUP, INC., UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) BID #19-C-020F FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$51,940 PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 09/18/2019

Agenda Number: 6.

Internal Notes:

Attachments: 1. Hawkins Company, Inc. - Purchase of Hydrofluosilicic Acid - Co-Op Agreement

1 City Commission 09/18/2019 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 4 Ortis, Commissioner Schwartz, Siple, and Vice Mayor Good Jr.
Nay: - 0
Absent: - 1 Castillo

MOTION TO APPROVE THE PURCHASE OF HYDROFLUOSILICIC ACID ON AN AS NEEDED BASIS FROM HAWKINS WATER TREATMENT GROUP, INC., UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) BID #19-C-020F FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$51,940 PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

SUMMARY EXPLANATION AND BACKGROUND:

1. On February 4, 2015, the City Commission adopted proposed resolution # 2015-R-03 to approve the agreement with Operations Management International, Inc. for the Operation, Maintenance and Management of the City Utility System and Customer Service, Meter Reading and Utility Billing Services.

2. As part of this agreement with Operations Management International, Inc., the City is

responsible for providing chemicals for the operation of the Utilities Division.

3. The City of Pembroke Pines Utilities Division utilizes Hydrofluosilicic Acid as part of the Water Treatment process conducted at the Water Treatment Plant.

4. On May 1, 2019, the City Commission approved the purchase of Hydrofluosilicic Acid on an as needed basis from Univar USA, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid #19-C-020F with the City of Coral Springs as the lead agency for an estimated amount not to exceed \$51,940 per year.

5. Recently, Univar USA, Inc. has decided to opt out of the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) for Bid (IFB) # 19-C-020F for Hydrofluosilicic Acid (smaller users) because of delivery issues.

6. Since then, the City of Coral Springs, the lead agency for the Southeast Florida Governmental Purchasing Cooperative (Co-Op), issued an Invitation for Bid #19-C-020F for Hydrofluosilicic Acid (small users).

7. Hawkins Water Treatment Group, Inc. submitted a bid for the same cost as Univar for the same product.

8. On August 22, 2019, the City of Coral Springs agreed to enter into an agreement with Hawkins Water Treatment Group, Inc. for an initial two (2) year period beginning August 19, 2019, with two (2) additional two (2) year renewal periods, for the purchase of Hydrofluosilicic Acid at the same cost as the previous contract with Univar, \$2.94 per gallon for less than truck loads.

9. Pursuant to Section 35.18(C)(6) of the City's Procurement Code; Cooperative purchasing plans are exempt from competitive bidding.

10. The City of Pembroke Pines uses approximately 17,666 gallons of Hydrofluosilicic Acid per year.

11. Recommend City Commission approval for the purchase of Hydrofluosilicic Acid on an as needed basis from Hawkins Water Treatment Group, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) BID #19-C-020F for an estimated annual amount not to exceed \$51,940 pursuant to Section 35.18(C)(6) of the City's Code of Ordinances which is the same cost as the previous contract with Univar.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$51,940

b) Amount budgeted for this item in Account No: \$51,940 in account # 471-533-6031-52430 (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:** This agreement is for a two (2) year period, beginning August 19, 2019 with two (2) additional two (2) year renewal options.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$51,940	\$51,940	N/A	N/A	N/A
Net Cost	\$51,940	\$51,940	N/A	N/A	N/A

e) **Detail of additional staff requirements:** Not applicable.