SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND HAWKINS WATER TREATMENT GROUP, INC.

THIS AMENDMENT ("Second Amendment"), dated _____, is entered into by and between:

> **THE CITY OF PEMBROKE PINES,** a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025,** hereinafter referred to as "CITY",
>
> and
>
> **HAWKINS WATER TREATMENT GROUP, INC.,** a For Profit Corporation as listed with the Minnesota Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2381 Rosegate, Roseville, MN 55113,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **March 23, 2022,** the Parties entered into an Agreement ("Original Agreement") for the provision of Ammonia Sulfate 40% for the CITY's Water Treatment Plant for an initial **one (1) year** period, which expired on **March 22, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **two (2)** additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **March 28, 2023**, the Parties entered into the First Amendment to the Original Agreement, to extend the term for **ninety (90) days,** which expires on **June 21, 2023**; and,

WHEREAS, the Parties desire to increase the total annual compensation from twenty-two thousand, seven hundred fifty dollars and 00/100 cents ($22,750.00) to thirty-three thousand, two hundred fifty dollars and 00/100 cents ($33,250.00) effective **June 21, 2023**, as more particularly described in **Exhibit "A-1"** attached hereto and made a part hereof; and,

WHEREAS, the Parties further desire to extend the term for an additional period, which shall commence on **June 22, 2023** and naturally expire on **June 21, 2024**, as set forth in this Second Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Second Amendment, or any subsequent amendment, which is in ~~strikethrough~~ type shall be deletions from the terms of the Original Agreement, as amended, and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

SECTION 3. The Original Agreement, as amended is hereby extended for an additional period, which shall commence on **June 22, 2023,** and naturally expire on **June 21, 2024.**

SECTION 4. Section 4.1 of the Original Agreement, as amended is hereby revised and amended to increase the total annual compensation from twenty-two thousand, seven hundred fifty dollars and 00/100 cents ($22,750.00) to thirty-three thousand, two hundred fifty dollars and 00/100 cents ($33,250.00) effective on **June 21, 2023,** as more particularly described in **Exhibit "A-1"** and as set forth below:

> 4.1 CONTRACTOR shall be entitled to invoice CITY based on CITY's purchase order(s) and in accordance with the unit pricing listed in the attached **Exhibit "A-1"**. Any invoices shall include, but not be limited to, date of service, description and quantity of the Commodities, and any other information reasonably required by CITY. The total annual compensation paid by CITY to CONTRACTOR for Commodities accepted and properly invoiced pursuant to this Agreement shall not exceed **~~TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($22,750.00)~~ THIRTY-THREE THOUSAND, TWO HUNDRED FIFTY DOLLARS AND 00/100 CENTS ($33,250.00).**

SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

> 5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
>
> 5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for,

or entering into or renewing such contract, the company:

5.2.1 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 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor

does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 11. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

_____

MARLENE D. GRAHAM, CITY CLERK

BY: _____

FRANK C. ORTIS, MAYOR

APPROVED AS TO FORM:

_____

Print Name: Jacob Horwitz
OFFICE OF THE CITY ATTORNEY

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

HAWKINS WATER TREATMENT GROUP, INC.

Signed By: _____

Printed Name: Raymond Pool

Title: Regional Manager

Exhibit "A-1"

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

May 20, 2023
Cathy Hernandez
City of Pembroke Pines, FL
601 City Center Way
Pembroke Pines, FL 33025

Cathy,

Per your request Hawkins Inc. would like to offer the following price for Ammonium Sulfate 40% used at your plant. Hawkins new price as of 6-21-23 would move from $3.25 per gallon to $4.75 per gallon. This price would be in effect from 6-21-2023 through 6-21-2024. 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.

We look forward to continued service to the city of Pembroke Pines; 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

EOE/AA/M/F/Disabled/Veteran

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FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND HAWKINS WATER TREATMENT GROUP, INC.

THIS AMENDMENT ("First Amendment"), dated March 28, 2023, **is** entered into by and between:

> **THE CITY OF PEMBROKE PINES,** a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025,** hereinafter referred to as "CITY",
>
> and
>
> **HAWKINS WATER TREATMENT GROUP, INC.,** a For Profit Corporation as listed with the Minnesota Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2381 Rosegate, Roseville, MN 55113,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **March 23, 2022,** the Parties entered into an Agreement ("Original Agreement") for the provision of Ammonia Sulfate 40% for the CITY's Water Treatment Plant for an initial **one (1) year** period, which expires on **March 22, 2023**; and,

WHEREAS the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **two (2)** additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, pursuant to the CITY Code of Ordinances Section 35.29 (C), which authorizes the City Manager to extend, for operational purposes, and for a maximum of one hundred eighty (180) days, any contract previously approved by the City Commission and entered into by the City, the Parties desire to extend the term for **ninety (90) days,** which shall commence on **March 23, 2023** and naturally expire on **June 21, 2023**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

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SECTION 2. The Original Agreement is hereby extended for **ninety (90) days,** which shall commence on **March 23, 2023,** and naturally expire on **June 21, 2023.**

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 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 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees.

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Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 9. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by

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the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham March 28, 2023
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

By: DocuSigned by:
Charles F. Dodge March 28, 2023
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

3/29/23.

Name: Samuel S. Goren
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

HAWKINS WATER TREATMENT GROUP, INC.

Signed By: _____

Printed Name: Raymond Pool

Title: Region Manager

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2023

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
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Centralized Accounts Servicing Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CAST@marshmma.com

INSURED HAWKIINC
Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Aspen Speciality Insurance Company	10717
INSURER C : Great Divide Insurance Company	25224
INSURER D : Nautilus Insurance Company	17370
INSURER E : Intact Insurance Company	55555
INSURER F : Continental Casualty Company	20443

COVERAGES **CERTIFICATE NUMBER:** 321248048 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GLP20330691	9/30/2022	9/30/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	**AUTOMOBILE LIABILITY**			BAP203306811	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X MCS-90 X CA 99 48						Liability Deductible	$ 25,000
D	**UMBRELLA LIAB** X OCCUR			FFX203307011	9/30/2022	9/30/2023	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 0							$
F D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC736459538 WC736459555	1/23/2023 1/23/2023	9/30/2023 9/30/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						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 E	Pollution Liability (Primary) Pollution Liability (Excess) Inland Marine			SSP201587912 EXAFVXW19 790036399	9/30/2021 9/30/2021 12/28/2022	9/30/2024 9/30/2024 12/28/2023	Total Limit with primary and excess Limits	$25,000,000 Occ $25,000,000 Agg See Below

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

Inland Marine - Covered Railcars
VTGX 017003 - $29,748.70
VTGX 017376 - $29,748.70
VTGX 017415 - $29,748.70
See Attached...

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

CANCELLATION

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
Reesa Smyth

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AGENCY CUSTOMER ID: HAWKIINC

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

VTGX 017515 - $29,748.70

City of Pembroke Pines is included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

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CONTINUING PURCHASE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND HAWKINS INC.

THIS IS AN AGREEMENT ("Agreement"), dated March 23rd, **2022**, and is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

HAWKINS WATER TREATMENT GROUP, INC., a **For Profit Corporation**, as listed with the Minnesota Division of Corporations, and with a business address of **2263 Clark St., Apopka, FL 32703,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The CITY desires to engage a contractor to provide **Ammonia Sulfate 40%**, on an as needed basis for use at CITY's Water Treatment Plant.

1.2 Pursuant to CITY Code of Ordinances Section 35.25(A) entitled "Open Market Procedure" the proper CITY officials procured the goods required herein and negotiated the terms and conditions more particularly described below.

1.3 Negotiations pertaining to the goods required herein with the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
PURCHASE OF GOODS

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide **Ammonia Sulfate 40%** (the "Commodities") to the CITY, on an as needed basis in accordance with **Exhibit "A"** and **Exhibit "B"**, both attached hereto and made a part hereof by this reference. The price proposed for the Commodities as set forth in **Exhibit "A"** will be exactly as requested. The unit cost shall be the total delivered price, which shall be inclusive of all freight, handling, surcharges, cylinder deposits, or any other incidental charges.

2.2 CONTRACTOR shall provide the Commodities as identified herein and in accordance with the estimated quantities and schedule contained in **Exhibit "A"**. CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

2.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon the written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibit "A"**.

2.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities. CONTRACTOR shall be capable to deliver on Saturdays and/or Sundays.

2.5 CONTRACTOR agrees that the CITY shall be able to purchase the Commodities at the same price identified in **Exhibit "A"** for the initial term of this Agreement. CONTRACTOR agrees that the price for Commodities shall remain firm for the initial term of the Agreement.

2.6 Unit prices for the Commodities shall reflect the total delivered cost to the City's delivery point. In the event of any appreciable loss to any chemical requested due to due to dissipation or climatic conditions, which may occur during delivery, the CONTRACTOR shall take readings from meters on the vendor's vehicle at the point of delivery and the CITY shall pay only for the amount delivered.

2.7 The Commodities shall be of a merchantable quality. The Commodities shall be suitable and fit for the particular purpose as referenced in **Exhibit "A"**.

2.8 It shall be CONTRACTOR's sole responsibility to comply with all Local, State and Federal rules and regulations while performing under this Agreement. CONTRACTOR warrants that all performance on its behalf will be by skilled and competent personnel to the highest professional standards in this scope of work. The use of subcontractors by CONTRACTOR shall not be permitted under the terms of this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall provide the Commodities herein required on an as-needed basis and in accordance with the requirements set forth in Article 2 of this Agreement for an initial **one (1) year period**, commencing on the effective date of this agreement and ending one year thereafter.

3.2 This Agreement may be renewed for two (2) additional one (1) year periods upon mutual written consent of the Parties evidenced by a written amendment to this Agreement extending the term hereof.

3.3 This Agreement may be terminated by CITY for convenience, upon providing **thirty (30) days** written notice to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 This Agreement may also be terminated by CITY for cause, upon providing **fourteen (14) days written** notice to CONTRACTOR. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to the occurrence of any of the following circumstances:

3.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than **seven (7) days** after CITY's delivery of a written notice to CONTRACTOR of such breach or default;

3.4.2 CONTRACTOR becomes insolvent;

3.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;

3.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,

3.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

3.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within **seven (7) days** after its filing; or

3.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY based on CITY's purchase order(s) and in accordance with the unit pricing listed in the attached **Exhibit "A"**. Any invoices shall include, but not be limited to, date of service, description and quantity of the Commodities, and any other information reasonably required by CITY. The total annual compensation paid by CITY to CONTRACTOR for Commodities accepted and properly invoiced pursuant to this Agreement shall not exceed **TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($22,750.00).**

4.2 Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided.

4.3 CITY, upon approval of an invoice, will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.4 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Title to or risk of loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.

4.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONTRACTOR at:

Hawkins, Inc.
2263 Clark Street,
Apopka, FL 32703
Telephone No. (800) 330-1369

4.6 **Consumer Price Index**. Should the Parties renew the term of this and in the event that CONTRACTOR provides adequate evidence to CITY of a price increase, the negotiated rate for Commodities may be adjusted no more than an amount equal to the increase in the "Consumer Price Index" or "CPI", for Consumer Price Index – All Urban Consumers for the area of Miami-Fort Lauderdale-West Palm Beach designated for the month that is sixty (60) days prior to the renewal date of Agreement, in no event shall the increase be greater than three percent (3%) for

each year subsequent to the initial term. The contract price may be subject to an annual CPI increase for each year of any renewal term. The CPI for Miami-Fort Lauderdale-West Palm Beach can be accessed here: https://www.bls.gov/regions/southeast/news-release/consumerpriceindex_miami.htm.

ARTICLE 5
CHANGES TO SCOPE OF WORK

5.1 The Parties may request changes that would increase, decrease, or otherwise modify the quantities and/or Commodities to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the compensation accordingly. Such changes or additional commodities must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any Commodities which have not been properly invoiced to CITY and described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions and any consequence of the Commodities furnished pursuant to this Agreement or those of any subcontractor, agent or independent contractor retained by CONTRACTOR.

6.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.3 Upon acceptance of all Commodities and/or completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.4 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 may be amended from time to time.

ARTICLE 7
INSURANCE

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Personal & Advertising Injury Limit - $1,000,000
3. General Aggregate Limit - $2,000,000
4. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

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

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

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

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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ✗ 7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily

Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence

Yes No

☐ ✘ 7.6.4 Umbrella/Excess Liability Insurance in the amount of $_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✘ 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

✓ ☐ 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✘ 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✘ 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and

computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ✘ 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✘ 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✘ 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✘ 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the

CONTRACTOR shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

7.7 REQUIRED ENDORSEMENTS.

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

7.7.2 Waiver of all Rights of Subrogation against the CITY.

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply

with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11
UNCONTROLLABLE FORCES

Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give

written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14
BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 15
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly agrees that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17
PUBLIC RECORDS

17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

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

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

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

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

ARTICLE 18
SCRUTINIZED COMPANIES

18.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.1.2.1 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 215.473, Florida Statutes; or

18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 19
EMPLOYMENT ELIGIBILITY

19.1 **E-Verify** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

19.1.1 **Definitions for this Section**.

19.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

19.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

19.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

19.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

19.2 **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

19.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

19.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 20
MISCELLANEOUS

20.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

20.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all

reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONTRACTOR:	Hawkins, Inc.

2263 Clark Street,
Apopka, FL 32703
Telephone No. (800) 330-1369

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

20.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.16 **Compliance with Statutes**: It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.

20.17 **No Third Party Beneficiaries**. The services to be performed by the CONTRACTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONTRACTOR's performance of its services hereunder, and no right to assert a claim against the CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

3/23/22

MARLENE D. GRAHAM, CITY CLERK

By: _____
for CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

3/17/22

Name: Samuel A. Goren
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

HAWKINS INC.

Signed By: _____

Name: Raymond Peel

Title: Regional Manager

Request for Quote (Open)

Edit | Cancel | Share Request | View Responses

Purchase of Ammonia Sulfate 40% As Needed — #2001845

Expired 2 days ago **Posted Date:** 01/31/2022 2:36 PM EST **Quotes:** 2 / Unlimited

Service Address: 21801 NW 7th Manor, Broward county, Pembroke Pines, Florida 33029, US

Chemicals and fertilizers production | Water treatment consumables | Water treatment and supply equipment

You are being notified of activity on this request because you are participating. Change your notification preferences for **all requests**. Click here to stop notifications on **this recuest** only.

Details

The City of Pembroke Pines is seeking to purchase Ammonia Sulfate 40% on an as needed basis for a one (1) year term with two additional one (1) year renewals. The product is to be delivered to 21801 NW 7th Manor, Pembroke Pines, FL (Holly Lake Location). Specifications Ammonia Sulfate 40% (AS4000) Annual Estimate Usage - 7,000 gallons Current Size of totes - 2 totes @ 275 gallons/tote Order - once a month Typical Order size - 583 gallons

Quotes (2) | No hidden quotes | Notified companies without quote (593) | Activity (7)

$22,750.00

Select | Hide | View Messages

Hawkins, Inc

AS4000 - TDS.pdf 219.25 KB | AS4000 - PDS.pdf 347.79 KB | AS4000 - SDS - Ammonium Sulfate 40%.pdf 173.12 KB

$48,300.00

Select | Hide | View Messages

Harcros Chemicals Inc

Last Viewed: Byron Granda-Paez — 02/10/2022 04:24 PM — 50.234.170.225

HAWKINS

Ammonium Sulfate 40% (AS4000) Annual Pricing

City of Pembroke Pines

This letter is to certify that we, Hawkins, Inc., have proposed annual pricing of $3.25 per gallon for delivery of our AS4000 (Ammonium Sulfate 40%) to the City of Pembroke Pines.

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

Raymond C. Pool
SE Region Manager

Sworn to & Subscribed before me this 3rd day of March, 2022.

Brandon Rice
Notary Public, State of Florida

Notary Public State of Florida
Brandon Rice
My Commission GG 966157
Expires 03/11/2024

2263 Clark Street * Apopka * Florida * 32703
Phone: 800-330-1269 * Fax: 800-524-9315

Corporate Office
2381 Rosegate
Roseville, Minnesota 55113
Phone: (612) 331-6910
Fax: (612) 331-5304

PRODUCT DATA SHEET

AS4000 40%

PDS – 1930; REVISION 01
EFFECTIVE DATE: 27 APR 18

General Characteristics:

Appearance: Clear, colorless solution
Shelf Life: 365 days
Storage Recommendation: 55 – 85° F, dry conditions

Standard Specifications:

PHYSICAL PROPERTIES	SPECIFICATION
Specific Gravity at 68° F	1.220 – 1.230
pH (Neat)	4.00 – 5.00

NSF Certification: Certified to NSF ANSI/Std. 60 with a maximum use level of 60 mg/L.

Notice for Product Numbers: 42700, 42701, 42702, 43949, 43983, 45776, 47115, 54354 (“Product(s)”)

Hawkins, Inc. (“Hawkins”) presents the information in this Product Data Sheet (“Information”) in good faith and believes the Information to be accurate as of the Effective Date. Hawkins warrants only that when Hawkins ships the Product, it will meet published specifications. Other than this warranty, **HAWKINS MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, FOR COMPLETENESS, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER NATURE WITH RESPECT TO THE INFORMATION, OR TO THE PRODUCT TO WHICH THIS INFORMATION REFERS**. Hawkins will not be responsible for damages of any nature whatsoever resulting from the use of, or reliance upon, the Information or the Product to which the Information refers.

AS4000 - 40%

Liquid Ammonium Sulfate Solution

Introduction

AS4000 is a liquid solution of ammonium sulfate. AS4000 is NSF/ANSI 60 approved for potable applications. AS4000 is a 40% active product as ammonium sulfate. It is very stable in the liquid form and has little or no odor. NSF/ANSI 60 maximum dosage 60 mg/L.

Advantages

- No mixing or handling of dry product
- Completely soluble, no loss of product due to improper mixing, consistent concentration of active product
- No aqueous ammonia safety and handling issues
- Very stable no loss of actives due to volatility

Equipment

Tanks: Plastic or lined mild steel
Pumps: Plastic or other non-metal material

Specifications

- Type: Liquid ammonium Sulfate 39 – 41 % active, ammonium sulfate
- Form: Liquid
- Density: 10.10 lbs/gal
- Appearance: Colorless to light straw
- Odor: none to very slight amine odor
- pH: 4 –15
- Dosage: Dosage range will vary based upon demand for ammonium ion necessary for chloramination.

Shelf Life: 1 Year

Product Use

AS4000 should be fed neat. If necessary it can be diluted. It cannot be added or mixed with coagulants, cationic polymers, anionic polymers, or anti-foam agents.

AS4000 - 40%

Liquid Ammonium Sulfate Solution

Part Numbers:

- 42699
- 42700
- 42701
- 42702
- 43949
- 43983
- 45776
- 54354

Waste Disposal

Dispose of container and unused contents in accordance with federal, state, and local requirements. Whatever cannot be saved for recovery or recycling should be managed in an appropriate and approved waste disposal facility. State and local disposal regulations may differ from federal disposal regulations.

General Safety Precautions

Note: A Safety Data Sheet (SDS) for this product is available on request from Hawkins, Inc. Customer Service Dept., 2381 Rosegate, Roseville, MN 55113. Phone: 800-328-5460

Before using this product, review SDS for specific information.

Important Notice Regarding the Attached Information:

The statements, technical information and recommendations contained in the accompanying document(s) are based on tests and data that are believed to be reliable. Further, as the actual use of our products by others is beyond our control, no guarantee of any kind is made as to the effects of such use, or the results to be obtained, whether the use is made in accordance with the recommendations or suggestions contained herein or otherwise. The accompanying document(s) is not contractual and NOTHING HEREIN CONSTITUTES A REPRESENTATION OR WARRANTY THAT THE GOODS DESCRIBED ARE FIT FOR A PARTICULAR PURPOSE OF A CUSTOMER or that their use does not conflict with any existing patent rights. The exclusive source of any warranty and of any other customer rights whatsoever is on the Hawkins invoice. Also, since the accompanying data sheet(s) may be provided by electronic media, Hawkins cannot guarantee the accuracy or originality hereof. Any alterations made to the accompanying document(s) other than by Hawkins corporate headquarters is expressly prohibited.

SAFETY DATA SHEET

Version 2

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

Product Name: AS4000 40%
Synonyms: Sulfuric Acid; Diammonium Salt; Diammonium Sulfate
Recommended Use Industrial, Manufacturing or Laboratory use.
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 4
Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Acute aquatic toxicity	Category 3

Signal Word: **Danger**
Hazard Statements:
• Harmful if swallowed
• Causes severe skin burns and eye damage
• Harmful to aquatic life
• May cause respiratory irritation
Physical Hazards
• None
Precautionary Statements:
• Do not breathe dust/fume/gas/mist/vapors/spray
• Wash face, hands and any exposed skin thoroughly after handling
• Do not eat, drink or smoke when using this product
• Avoid release to the environment
• Wear protective gloves/protective clothing/eye protection/face protection
• Immediately call a POISON CENTER or doctor/physician
• Rinse mouth
• Wash contaminated clothing before reuse
• IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
• IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell
• IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
• IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
• IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
• Store locked up
• Dispose of contents/ container to an approved waste disposal plant

3. Composition / Information on Ingredients

Hazardous

Chemical Name	CAS No	Weight-%	EC No
Ammonium sulfate	7783-20-2	39-41	231-984-1

Non-Hazardous

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

4. First Aid Measures

General Advice: If symptoms persist, call a physician. Do not breathe dust/fume/gas/mist/vapors/spray. Do not get in eyes, on skin, or on clothing.

Eye Contact: Keep eye wide open while rinsing. Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. If symptoms persist, call a physician.

Skin Contact: Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Consult a physician if necessary.

Inhalation: Move to fresh air. Obtain medical attention. If breathing is irregular or stopped, administer artificial respiration. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation.

Ingestion: Rinse mouth. Do NOT induce vomiting. Drink plenty of water. If symptoms persist, call a physician.

Note to Physicians: Treat symptomatically.

Self-protection of the First Aider: Use personal protective equipment as required.

5. Fire-fighting Measures

Flammable Properties:
Not considered to be a fire hazard, Flammable ammonia gas may be released in a fire

Explosive Properties:
such as potassium nitrate, potassium nitrite, and potassium chlorate, May explode if mixed with oxidizers

Suitable Extinguishing Media:
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment, Water spray may be used to keep fire exposed containers cool

Unsuitable Extinguishing Media:
No information available

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 only with adequate ventilation.

Environmental Precautions: Do not flush into surface water or sanitary sewer system. Prevent entry into waterways, sewers, basements or confined areas.

Methods for Cleaning Up: Pick up and transfer to properly labeled containers. Cover liquid spill with sand, earth or other non-combustible absorbent material. Cover powder spill with plastic sheet or tarp to minimize spreading.

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. Wash contaminated clothing before reuse. Do not breathe dust/fume/gas/mist/vapors/spray. Do not eat, drink or smoke when using this product.

Storage Conditions: Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children.

Incompatible Materials: Strong oxidizing agents

8. Exposure Controls / Personal Protection

Chemical Name	European Union	China	Japan	Korea	Australia	Taiwan
Ammonium sulfate				STEL: 20 mg/m³ TWA: 10 mg/m³		

Engineering Controls: Ensure adequate ventilation, especially in confined areas

Personal protective equipment (PPE)

Eye/Face Protection: Tight sealing safety goggles.

Body Protection: Suitable protective clothing.

General Hygiene Considerations:

Wash contaminated clothing before reuse.

9. Physical and Chemical Properties

9.1. Information on basic physical and chemical properties

Physical State: Liquid

Appearance: No information available

Odor: Slight odor of ammonia

Color: Colorless

Odor Threshold: No information available

Property	Values	Remarks • Method
pH:	5.5	pH Range: 4-7
"Salt Out" Point (°F):		No information available
Melting Point/Freezing Point:		
Boiling Point/Boiling Range:		
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) :		No information available
Vapor density (Air =1)		No information available
Specific Gravity (H_2O=1):	1.10	
Specific Gravity (2nd value):	1.30	
Water Solubility:	Completely soluble	
Solubility(ies):		No information available
Partition Coefficient (n-octanol/water)		No information available
Autoignition Temperature:		
Decomposition Temperature:		No information available
Kinematic Viscosity:		No information available
Dynamic Viscosity:		No information available
Oxidizing Properties:	No information available	

Explosive Properties: such as potassium nitrate, potassium nitrite, and potassium chlorate; May explode if mixed with oxidizers

9.2. Other information

Softening Point: No information available
Molecular Weight: 132.14
VOC Content(%): No information available
Density: No information available
Bulk Density: No information available

10. Stability and Reactivity

Stability: Stable under normal conditions of use and storage

Conditions to Avoid: Incompatibles; Heat

Incompatible Materials: Strong oxidizing agents

Hazardous Decomposition Products: Carbon oxides; Nitrogen oxides (NO_x); Sulfur oxides; Ammonia

Possibility of Hazardous Reactions: None under normal processing

11. Toxicological Information

Product Information

Acute Toxicity: No information available.

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):
Water	90 mL/kg (Rat)		
Ammonium sulfate	2000 mg/kg (Rat)		

Chronic Toxicity:

Carcinogenicity: This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP

12. Ecological Information

Ecotoxicity

No information available

Chemical Name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia and other aquatic invertebrates

Ammonium sulfate		*460 - 1000: 96 h Leuciscus idus mg/L LC50 static 250: 96 h Brachydanio rerio mg/L LC50 480: 96 h Brachydanio rerio mg/L LC50 flow-through 420: 96 h Brachydanio rerio mg/L LC50 semi-static 18: 96 h Cyprinus carpio mg/L LC50 100: 96 h Pimephales promelas mg/L LC50 32.2 - 41.9: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 5.2 - 8.2: 96 h Oncorhynchus mykiss mg/L LC50 static 123 - 128: 96 h Poecilia reticulata mg/L LC50 semi-static 126: 96 h Poecilia reticulata mg/L LC50*	*423: 24 h Daphnia magna mg/L EC50 14: 48 h Daphnia magna mg/L LC50*

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Mobility: No information available.

Chemical Name	Partition Coefficient:
Ammonium sulfate	-5.1

13. Disposal Considerations

Waste from Residues/Unused Products: Disposal should be in accordance with applicable regional, national and local laws and regulations

14. Transport Information

DOT

Description Not DOT Regulated

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), ENCS (Japan):, 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
Water	Listed	Listed	Listed	-	Listed	-	-	Listed	KE-35400	Present
Ammonium sulfate	Listed	Listed	Listed	-	Listed	-	(1)-400	Listed	KE-01743	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

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

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 %
Ammonium sulfate	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

Certified to NSF/ANSI 60

Maximum Use (mg/L unless otherwise indicated):	60
Prepared By:	HSE Department
Issue Date:	07-May-2015
Revision Date:	17-Nov-2016
Revision Note:	Updated section(s) 16

Disclaimer:
Please be advised that it is your responsibility to inform your employees of the hazards of this substance, to advise them of what these properties mean and be sure they understand exposure information. The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication.

The information presented herein, while not guaranteed, was prepared by competent technical personnel and is true and accurate to the best of our knowledge. No warranty or guaranty, express or implied, is made regarding performance, stability, or otherwise. This information is not intented to be all-inclusive as to the manner and conditions of use, handling, and storage. Other factors may require additional safety or performance considerations. While our technical personnel will be happy to respond to questions regarding safe handling and use procedures, the handling and use remains the responsibility of the consumer. No suggestions are intended as, and should not be constructed as, a recommendation to infringe on any existing patents or to violate any Federal, State, or local laws.

End of Safety Data Sheet

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2022

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

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

PRODUCER
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Centralized Accounts Servicing Team
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: CAST@marshmma.com

INSURED HAWKIINC
Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Aspen Speciality Insurance Company	10717
INSURER C : Great Divide Insurance Company	25224
INSURER D : The Ins Co of the State of Pennsylvania	19429
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1260351838 **REVISION NUMBER:**

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

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

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

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Companies A & B are subject to statutes and regulations of surplus lines carriers.

Certificate Holder is Additional Insured on a primary and non-contributory basis limited to the General Liability & Automobile Liability coverages. A Waiver of Subrogation applies on General Liability in favor of the Additional Insured. Certificate Holder is included as Additional Insured limited to the Pollution Liability coverage. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER

The City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

CANCELLATION

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
Reesa Smyth

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

Business Auto - Additional Insured
When Required by Contract or Agreement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy; or

2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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