

**GENERAL SERVICES CONTRACT  
SWIMMING POOL CHEMICALS AND SERVICE  
CONTRACT NO. 0116-0630, LOT 2**

**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Hawkins, Inc., dba Hawkins Water Treatment Group, a foreign corporation ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Scope of Services.** Contractor will supply and deliver swimming pool chemicals to Cypress Aquatic Center and Campbell Pool, as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

**Section 2. Reserved.**

**Section 3. Fee(s).** For the services provided by Contractor pursuant to this Contract, the City will pay Contractor an amount not to exceed \$13,070.00 as further described in the Fee Schedule, attached hereto and incorporated herein as Exhibit B.

**Section 4. Billing; Manner of Payment.** In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

**Section 5. Standard of Performance.** Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

**Section 6. Relationship between Parties.** This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the

requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

#### **Section 7. Documents and Records.**

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Section 119.0701, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

#### **Section 8. Effective Date and Term.**

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The City will have the option to renew this Contract for up to 2 Terms of one-year each, by providing Contractor written notice at least 60 days before the end of the current Term.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract

unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

### **Section 9. Termination.**

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

**Section 10. Suspension of Services.** If the notice of material breach issued by the City pursuant to the preceding Section so directs, Contractor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**Section 11. Indemnification.** Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract.

**Section 12. Insurance.** Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

**(a) Coverage and Amounts.**

**(1) Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

**(2) Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

**(b) Proof of Insurance.** Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

**(c) Cancellation; Replacement Required.** Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Contractor's expense if Contractor fails to do so.

**(d) Termination of Insurance.** Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

**(e) Liabilities Unaffected.** Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

**Section 13. Notice.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City: Joe Wooden, Aquatic Supervisor  
City of Daytona Beach Leisure Services  
308 S. Dr. Martin Luther King Blvd.  
Daytona Beach, FL 32114  
Fax: 386-671-3291

To Contractor: Jason Schroeder, SE Regional Manager  
Hawkins, Inc.  
2228 Clark Street, Apopka FL 32703  
Fax: 800-524-9315

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 14. Personnel.** Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

**Section 15. City's Responsibilities.** The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

**Section 16. Limitation on Waivers.** Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement

or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

### **Section 17. Dispute Resolution.**

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

**(a) Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

**(b) Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

### **Section 18. General Terms and Conditions.**

**(a) Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

**(b) Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

**(c) Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

**(d) Truth in Negotiations Certificate.** Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

**(e) No Third Party Beneficiaries.** There are no third party beneficiaries of Contractor's services under this Contract.

**(f) Contingency Fee.** 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 Contract 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 any other consideration, contingent upon or resulting from the award or making of this Contract.

**(g) Nondiscrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

**(h) Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.



(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Contractor.** The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

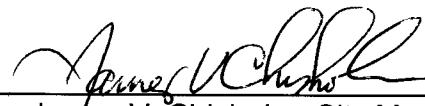
(n) **Incorporation of ITB and Bid.** The City's Invitation to Bid 0116-0630, and the Contractor's responsive Bid are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Bid, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

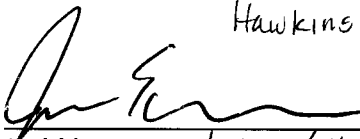
**THE CITY**

By:   
James V. Chisholm, City Manager

Date: 4-18-16

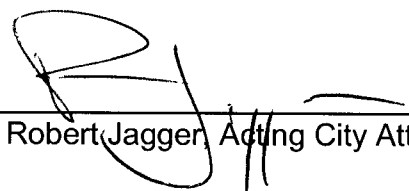
Attest:   
Letitia LaMagna, City Clerk

**CONTRACTOR** - *Hawkins, Inc. dba  
Hawkins Water Treatment Group*

By:   
Printed Name: Jason Schroeder

Title: SE Regional Manager  
Date: 4/18/16

Approved as to legal form:

By:   
Robert Jagger, Acting City Attorney

## EXHIBIT A: Scope of Services

### SCOPE OF WORK

CONTRACTOR will deliver pool chemicals to Campbell Pool and Cypress Aquatic Center as described below.

CONTRACTOR will maintain all required certifications for the duration of the contract, including, as applicable, Code of Federal Regulations Department of Transportation requirements for transportation of hazardous materials, and CPO (Certified Pool/Spa Operator).

CONTRACTOR will deliver chemicals weekly, 52 weeks per year, to Cypress Aquatic Center; and to Campbell Pool. Sufficient quantities will be delivered to maintain the following stockpile of chemicals at each swimming pool (Cypress Aquatic Center and Campbell Pool):

- ¼ tank Chlorine (minimum)
- ¼ tank Non-Fuming Sulfuric Acid (minimum)
- 2 50-lb. bags Bicarbonate of Soda
- 1 25-lb. bag Calcium
- 1 50-lb. drum Stabilizer
- 1 25-lb. drum Shock Treatment

All prices for chemicals will remain constant for the duration of the contract period including any renewal options.

CONTRACTOR must provide all transportation equipment including vehicles and trailers required for performance. CONTRACTOR is not authorized to use any City-owned equipment or vehicles.

CONTRACTOR will submit invoices no more frequently than once per month. Separately list all chemicals delivered to each swimming pool, accompanied by delivery receipts to support the invoiced quantities.

Chemicals will be delivered to Campbell Pool, 400 Martin Luther King Blvd., Daytona Beach, FL, and to Cypress Aquatic Center, 981 George Engram Blvd., Daytona Beach, FL.

CONTRACTOR will deliver chlorine and acid and place into pump room tanks labeled for the appropriate chemical. Other chemicals will be placed in pump room on pallets provided for that purpose. Delivery receipt must be signed by Leisure Services Aquatics Supervisor or designee. In the event there is no staff onsite to sign for delivery, receipt must be emailed within 4 hours to Aquatics Supervisor in order for quantities to be verified. Email: [woodenj@codb.us](mailto:woodenj@codb.us). City will only pay for quantities of chemicals verified as delivered.

CONTRACTOR's monthly invoice will separately list quantity of all chemicals delivered to each swimming pool during the billing period.

**Campbell Pool**

Pool uses liquid feeder for chlorine delivery

- CONTRACTOR will deliver chemicals on a weekly basis no later than 9:00am.

**Cypress Aquatic Center**

Pool uses liquid feeder for chlorine delivery

- CONTRACTOR will deliver chemicals on a weekly basis no later than 8:00am.

**EXHIBIT B**

| <b>LOT 2: CHEMICAL DELIVERY</b> |                        |                           |                   |  |
|---------------------------------|------------------------|---------------------------|-------------------|--|
| <b>Description</b>              | <b>Unit of Measure</b> | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Extended Price (Est. Quantity X Unit Price)</b> |
| <b>Chlorine</b>                 | gallon                 | 2,920                     | \$1.50            | \$4,380.00   |
| <b>Sodium Bicarbonate</b>       | 50 lb. bag             | 208                       | \$23.50           | \$4,888.00   |
| <b>Non-Fuming Sulfuric Acid</b> | gallon                 | 974                       | \$3.00            | \$2,922.00   |
| <b>Calcium</b>                  | 50 lb. bag             | 17                        | \$25.00           | \$425.00   |
| <b>Shock</b>                    | 25 lb. drum            | 2                         | \$47.50           | \$95.00  |
| <b>Stabilizer</b>               | 50 lb. drum            | 3                         | \$120.00          | \$360.00   |
| <b>LOT 2 -TOTAL</b>             |                        |                           |                   | <b>\$13,070.00</b>                                 |

**Composite Exhibit C, consisting of the ITB and Bid,  
is on file in the Office of the City Clerk**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2016

**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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| <b>PRODUCER</b><br>Marsh & McLennan Agency LLC<br>7225 Northland Dr N #300<br>Minneapolis MN 55428 | <b>CONTACT NAME</b> Michelle Hanson<br><b>PHONE (A/C, No, Ext)</b> 763-746-8239 <b>FAX (A/C, No)</b><br><b>E-MAIL ADDRESS</b> michelle.hanson@marshmma.com   |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |
|--|--|-------------------------------|--------|-----------------------------------|-------|--|-------|--------------------|-------|----------------------------|-------|-----------|--|-----------|--|
| <b>INSURED</b><br>HAWKIINC<br>Hawkins, Inc<br>2381 Rosegate<br>Roseville, MN 55113                 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Steadfast Insurance Com</td> <td>26387</td> </tr> <tr> <td>INSURER B Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER C Nautilus</td> <td>17370</td> </tr> <tr> <td>INSURER D Aspen Speciality</td> <td>10717</td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A Steadfast Insurance Com | 26387 | INSURER B Great Divide Insurance Company | 25224 | INSURER C Nautilus | 17370 | INSURER D Aspen Speciality | 10717 | INSURER E |  | INSURER F |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |
| INSURER A Steadfast Insurance Com  | 26387  |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |
| INSURER B Great Divide Insurance Company   | 25224  |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |
| INSURER C Nautilus   | 17370  |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |
| INSURER D Aspen Speciality   | 10717  |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |
| INSURER E  |  |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |
| INSURER F  |  |                               |        |                                   |       |  |       |                    |       |                            |       |           |  |           |  |

**COVERAGES** **CERTIFICATE NUMBER: 1741068799** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD     | POLICY NUMBER             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|--------------|---------------------------|-------------------------|-------------------------|---|
| C        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Products Poll<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |              | GLP201280211              | 9/30/2015               | 9/30/2016               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 9948                    |           |              | BAP201278511              | 9/30/2015               | 9/30/2016               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0  |           |              | SXS655436806              | 9/30/2015               | 9/30/2016               | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$  |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br>N / A | WCA201280111              | 9/30/2015               | 9/30/2016               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$1,000,000<br>E L DISEASE - EA EMPLOYEE \$1,000,000<br>E L DISEASE - POLICY LIMIT \$1,000,000   |
| C<br>D   | <input type="checkbox"/> <b>Pollution Liability</b>  |           |              | SSP201587910<br>EXAFVXW15 | 9/30/2015<br>9/30/2015  | 9/30/2018<br>9/30/2018  | Total Limit 25,000,000 Occ<br>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, C, and D are subject to statutes and regulations of surplus lines carriers

City of Daytona Beach is Additional Insured as required by written contract or agreement limited to General Liability Coverage See Attached

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>City of Daytona Beach<br>308 S Dr Martin Luther King Blvd<br>Daytona Beach FL 32114 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

AGENCY CUSTOMER ID: HAWKIINC

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



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                       |           |   |  |
|---------------------------------------|-----------|---|--|
| AGENCY<br>Marsh & McLennan Agency LLC |           | NAMED INSURED<br>Hawkins, Inc<br>2381 Rosegate<br>Roseville, MN 55113 |  |
| POLICY NUMBER                         |           | EFFECTIVE DATE  |  |
| CARRIER                               | NAIC CODE |   |  |

**ADDITIONAL REMARKS**

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

Waiver of Subrogation applies to the General Liability, Auto Liability and Workers' Compensation in favor of the Additional Insured as required by written contract or agreement